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

CITY COMMISSION AGENDA

Regular Meeting - Monday, July 1, 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 -** Pastor Jimmy Lloyd with Fairlawn Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of minutes from June 17, 2024 meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

   a. Ken Pruitt complimented Planning Director Kev Freeman for his exceptional openness, inclusivity, and outreach efforts at Safe Harbor Harbortown Marina at the June 10, 2024 Planning Board meeting.

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

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

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

10. **MISCELLANEOUS REPORTS**

a. William Wims, Chief Executive Officer and President of New Horizons of the Treasure Coast with a presentation on mental health resources available in our community.

11. **CONSENT AGENDA**

a. Approve award of Frances Avenue Roadway Improvements, Bid No. 2024-020 construction contract to the low bidder, PRP Construction Group, LLC, Indiantown, FL in an amount not to exceed $402,650.60.

b. Approval of Travel for Commissioner Arnold Gaines, to attend the Florida League of Cities Annual Conference in Hollywood, Florida from August 14, 2024 to August 17, 2024 in the amount of $1608.94.

c. Approval of Travel for Mayor Linda Hudson, to attend the Florida League of Cities Annual Conference in Hollywood, Florida from August 14, 2024 to August 17, 2024 in the amount of $1608.94.

d. Approval of Travel for Commissioner Curtis Johnson, Jr. to attend the Florida League of Cities Annual Conference in Hollywood, Florida from August 14, 2024 to August 17, 2024 in the amount of $1608.94.

e. Approval of Amendment 1 to Florida Job Growth Infrastructure Grant Agreement with State of Florida Department of Commerce

f. Approval of expenditure in the amount of $5,500.00 for Commissioner Curtis Johnson, Jr. to participate in Leadership Florida.

g. Approval of the Award Agreement from the Florida Department of Law Enforcement JAG22—Countywide Grant in the amount of $31,524.00.

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. WITHDRAWN BY APPLICANT - Ordinance 24-011: Review and approval of a voluntary annexation by Owner, Ignacio and Amelia Garcia, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at 2507 Rolyat Street. The proposed Future Land Use of the property is General Commercial (GC), with a proposed Zoning of Office Commercial (C-1). The Parcel ID is 2419-601-0049-000-2. FIRST READING (Postponed from May 6, 2024)

b. Quasi-Judicial Hearing - Review and Approval of an application for a Major Site Plan Amendment (Development Review & Design Review) by property owners, J. A. Development Partners, LLC, Shad Properties Group LLC, and Matthew Lyle Wynne II LLC, and Authorized Agent, Jeff H. Iravani, Inc., to construct two (2) flex-space buildings totaling 390,000 square feet of office and warehouse distribution space with associated site improvements the northeast corner of South Kings Highway and White Road in Fort Pierce, Florida, more specifically located at Parcel Control Number(s): 2313-332-0000-010-0, 2313-333-0001-000-7, and 2313-331-0000-000-4.

c. Quasi-Judiical Hearing - Review and approval of an application for a Conditional Use No New Construction by applicant Bryan Arruda, to operate Play Money Family Fun Center located at 2765 Peters Road, more specifically at Parcel ID: 2324-311-0005-000-1, bay #s 22-28.

d. Legislative Hearing - Ordinance 24-021 - 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 one (1) parcel generally located at or near 515 South 2nd Street, from City of Fort Pierce (OP) Offices-Professional and Business Services to City of Fort Pierce (CBD) Central Business District; providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith; and providing for an effective date. Subject Parcel: 2410-810-0002-000-6. - FIRST READING

e. Legislative Hearing - Ordinance No. 24-012 amending the Code of Ordinances of the City of Fort Pierce, Chapter 24 - Nuisances. SECOND READING

f. Legislative Hearing - Ordinance No. 24-013 - An ordinance amending the Code of Ordinances of the City of Fort Pierce, Chapter 1, Article II - Code Enforcement. SECOND READING

g. Legislative Hearing - Ordinance 24-019 - amending Code of Ordinances, Chapter 22 to delete Business Tax Receipts and replace with Certificate of Use. SECOND READING

13. **CITY COMMISSION**

a. Resolution 24-R26 Addressing Non-Compliant Liens

b. Resolution 24-R35 establishing Certificate of Use Fees

c. Resolution 24-R36 designating property located at 601 North Causeway Drive as a Fort Pierce Historic Property and a Locally Significant Site.

d. Resolution 24-R37 authorizing the execution of a Reconstruction Agreement with All Digital All Day, LLC to remove the existing sign at 7049 Okeechobee Road, Fort Pierce, FL 34945 and construct a replacement sign pursuant to Florida Statutes.

e. Resolution 24-R38 Amending the Rules of Procedure for Special Magistrate.

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: 07/01/2024

Re:

SUBJECT:

Approval of minutes from June 17, 2024 meeting.

Attachments

Minutes

Form Review

Form Started By: Linda Cox Started On: 06/24/2024 10:10 AM

Final Approval Date: 06/24/2024

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

CITY COMMISSION AGENDA

Regular Meeting - Monday, June 17, 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 -** Bishop Stafford Fisher with New Covenant Prayer Center

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the June 03, 2024 Regular Meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

   a. Email from Susan Parry, United for Animals, praising City of Fort Pierce Fleet Maintenance, especially Gil Arbelo and his team, for their exceptional service maintaining the City Van since 2010, which has safely transported thousands of pets, supplies, and donated food with minimal breakdowns and continues to serve the community reliably.

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

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10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

a. PULLED AT THE REQUEST OF STAFF. Approval of a grant to Youth Empowered to Prosper, Inc. in the amount of $5,000 for the PY 23-24 Public Service Agency Grant as recommended by the Grants Administration Division.

b. Approval of Florida Housing Finance Corporation Local Government Verification of Contribution to support an affordable housing development at 3000 Okeechobee Road by authorizing $460,000 local match funding in the form of a CDBG loan from the City.

c. Approval to continue consideration of Second Amendment to the Amended and Restated Agreement for Development of King's Landing for 45 days from June 11, 2024 in order to provide Audubon Development and Harbert Realty Services the opportunity to agree to a joint venture agreement subject to all conditions approved by the Fort Pierce Redevelopment Agency Board on June 11, 2024.

d. Approve Notice to terminate Agreement dated October 27, 2020 to Lease and Improve the 1134 and 1138 Avenue D with Lincoln Park Young Professionals in accordance with Section 16(a) of the lease agreement.

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a. Legislative Hearing - Ordinance 24-015: Amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article IV - Basic Zoning Districts, Section 125-212 Planned Development Zone (PD) and deleting existing Section 125-213 CHAPTER 125-213 - Planned Unit Redevelopment Zone (PUR). SECOND READING

b. Legislative Hearing - Ordinance No. 24-018 an ordinance by the City Commission of the City of Fort Pierce, Florida; amending the City's zoning atlas and rezoning one(1) parcel generally located at or near 301 Florida Ave, containing approximately 0.38 Acres of land, more or less, from General Commercial (C-3) to Planned Development (PD); Parcel ID: 2410-711-0041-000-7. SECOND READING

c. Legislative Hearing - Ordinance No. 24-012 amending the Code of Ordinances of the City of Fort Pierce, Chapter 24 - Nuisances. FIRST READING

d. Legislative Hearing - Ordinance No. 24-013 - An ordinance amending the Code of Ordinances of the City of Fort Pierce, Chapter 1, Article II - Code Enforcement. FIRST READING

e. Legislative Hearing - Ordinance 24-019 - amending Code of Ordinances, Chapter 22 to delete Business Tax Receipts and replace with Certificate of Use. FIRST READING

13. **CITY COMMISSION**

a. Resolution 24-R31 authorizing the acceptance of FDOT Standard Agreement for the Florida Standard Use Nonmotorized (SUN) Trail Network Agreement between the City and FDOT for funding for Right-of-Way Acquisition.

b. Resolution 24-R32 adopting the 2024-2027 SHIP Local Housing Assistance Plan (LHAP)

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

Meeting Date: 07/01/2024

Re: Transcribed Compliment

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Ken Pruitt complimented Planning Director Kev Freeman for his exceptional openness, inclusivity, and outreach efforts at Safe Harbor Harbortown Marina at the June 10, 2024 Planning Board meeting.

Attachments

Transcription

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/20/2024 08:54 AM

Form Started By: Jennifer Robinson Started On: 06/18/2024 02:12 PM

Final Approval Date: 06/20/2024

Transcribed Compliment to Kev Freeman
Ken Pruitt stated he must give tremendous kudos to Mr. Freeman, who has been very open and very inclusive, and his outreach has been incredible for Safe Harbor Harbortown Marina, and we are grateful to him. We believe what Mr. Freeman has done is really hit the sweet spot with the north port.

Here is the **link** to the **June 10, 2024, Planning Board meeting** recording.
Jun 10, 2024 Planning Board - Fort Pierce, FL (swagit.com)

Item 6b – Recording compliment time - 42:49 – 43:23.
Text Amendment - Establishing Port of Fort Pierce Overlay District

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

Meeting Date: 07/01/2024

Re:

SUBJECT:

William Wims, Chief Executive Officer and President of New Horizons of the Treasure Coast with a presentation on mental health resources available in our community.

Form Review

Form Started By: Linda Cox Started On: 06/20/2024 12:32 PM

Final Approval Date: 06/20/2024

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

Meeting Date: 07/01/2024

Re: Approve Award of Bid No. 2024-020, Frances Avenue Roadway Improvements

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

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SUBJECT:

Approve award of Frances Avenue Roadway Improvements, Bid No. 2024-020 construction contract to the low bidder, PRP Construction Group, LLC, Indiantown, FL in an amount not to exceed $402,650.60.

SUMMARY:

On March 11, 2024, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on April 5 and April 13, 2024, with a scheduled opening at 3:00 PM on May 2, 2024.
The Frances Avenue Roadway Improvements construction project includes drainage improvements, water main installation, utility adjustments and roadway restoration.

RECOMMENDATION:

Staff recommends the award of the construction contract to PRP Construction Group, LLC.

ALTERNATIVES:

Re-bid the project

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024/2025
Account:	See Below
Amount:	$402,650.60

FISCAL IMPACT:

The $402,650.60 will be encumbered from SMU Revenue Account 403-4300-563200 with a $17,725.00 reimbursement by FPUA .

Attachments

Bid Tabulation

PRP Bid Tab
Frances Ave Construction Plan
Pav-Co Contracting
RJ Engineering Construction Corp.
H&J Contracting
Dickerson Infrastructure, Inc.
Dekora LLC
C.W. Roberts Contracting, Inc.

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/24/2024 01:59 PM
City Manager	Nick Mimms	06/24/2024 04:14 PM
Finance Department	Johnna Morris	06/25/2024 03:04 PM
City Manager	Nick Mimms	06/26/2024 09:48 AM
Form Started By: Venetia Barnes		Started On: 06/11/2024 07:18 AM
Final Approval Date: 06/26/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Venetia Barnes, Stormwater Engineer**

FROM: **LaTonya Hubbard, Purchasing Agent** *LaTonya Hubbard*

SUBJECT: **Bid No. 2024-020 – Frances Avenue Roadway Improvements**

DATE: **May 3, 2024**

On March 11, 2024, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on April 5 and April 13, 2024, with a scheduled opening at 3:00 PM on May 2, 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, seven (7) submissions were received, four (4) electronic and three (3) 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 982 vendors. Twenty-nine (29) vendors requested specifications with seven (7) responding (24.14%) plus 0 "No Bid" (24.14% total response).

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

Expiration date is **Monday**, **July 1, 2024**. Approval to award must be complete by this date.

LH

Attachment

cc: Jack Andrews, 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:	**FRANCES AVENUE ROADWAY IMPROVEMENTS**
BID NUMBER:	**2024-020**
OPENING DATE:	5/2/24@ 3:00PM
RECOMMENDED AWARD:	Pending

RESPONSE
7 of 29 = 24.14%
0 "No Bids"
Total = 24.14 %

"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%	**$402,650.60**
PAV-CO Contracting Stuart, FL	10%	**$450,400.37**
RJ Engineering Construction Corp. West Palm Beach, FL	10%	**$498,920.19**
Dickerson Infrastructure Inc. Ft. Pierce, FL	10%	**$577,328.95**
H & J Contracting Wellington, FL	10%	**$633,12040**
Dekora LLC Miami, FL	10%	**$692,914.20**
C.W. Roberts Contracting, Inc Palm City, FL	10%	**$1,065,844.18**

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2024-020**
Pre-Bid Conference: **10:00AM, FRIDAY, April 19 , 2024**	**Bid Title: FRANCES AVENUE ROADWAY IMPROVEMENTS**
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, THURSDAY, MAY 02, 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	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X Peggy Sheltra **Authorized Signature (Manual)**
City, State, Zip Code: Indiantown, Fl. 34956	**Typed or Printed Name:** Peggy Sheltra
Type of Entity (Select one): **Corporation** ____x____ **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated in the State of: 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 $ 40,265.06 **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

PRP CONSTRUCTION GROUP, LLC

BID RESPONSE FORM FRANCES AVENUE ROADWAY IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	$7,500.00	$7,500.00
2	MAINTENANCE OF TRAFFIC	LS	1	$2,750.00	$2,750.00
3	MATERIAL TESTING	LS	1	$12,500.00	$12,500.00
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$2,200.00	$2,200.00
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$9,500.00	$9,500.00
6	CLEARING, GRUBBING & DEMOLITION	LS	1	$10,550.00	$10,550.00
7	MAILBOX (REMOVE & RESET)	EA	8	$525.00	$4,200.00
8	REGULAR EXCAVATION	CY	216	$30.00	$6,480.00
9	REGULAR EMBANKMENT	CY	31	$34.00	$1,054.00
10	COQUINA CURB PAD (4" THICK)	SY	321	$18.50	$5,938.50
11	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1155	$16.50	$19,057.50
12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C) (1")	TN	73	$395.00	$28,835.00
13	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-9.5) (TRAFFIC C) (10.5")	TN	111	$230.00	$25,530.00
14	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138	$285.00	$39,330.00
15	DITCH BOTTOM INLET (TYPE C) (<10')	EA	5	$5,225.00	$26,125.00
16	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10")	EA	2	$6,150.00	$12,300.00
17	VALVE BOXES, ADJUST	EA	2	$980.00	$1,960.00
18	METER BOXES, ADJUST	EA	5	$875.00	$4,375.00
19	CONCRETE PIPE CULVERT (15" RCP)	LF	105	$85.00	$8,925.00
20	CONCRETE PIPE CULVERT (18" RCP)	LF	210	$88.00	$18,480.00
21	PIPE LINER (CURED IN PLACE) (15")	LF	134	$282.00	$37,788.00
22	VALLEY GUTTER – CONCRETE	LF	1129	$27.00	$30,483.00
23	DRIVEWAY APRON CONCRETE, 6" THICK	SY	201	$103.00	$20,703.00
24	DRIVEWAY APRON BRICK PAVERS	SY	22	$225.00	$4,950.00
25	PERFORMANCE TURF (SOD) (FLORATAM)	SY	1404	$8.00	$11,232.00

26	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	24	$11.25	$270.00
27	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	$8.20	$1,640.00
28	PVC WATERMAIN (4") (F&I)	LF	42	$220.00	$9,240.00
29	WATER METER/SERVICE (ADJUST)	LF	10	$215.00	$2,150.00
Total Site Improvement Bid:					$366,046.00
Add 10% Construction Contingency for potential field change orders:					$36,604.60
TOTAL FINAL BID:					**$402,650.60**

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, PRP Construction Group, LLC. 8300 SW Springhaven Ave. Indiantown, FL 34956, as Principal, and Atlantic Specialty Insurance Company - 605 Highway 169 North, Suite 800 Plymouth, MN 55441, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of --------- Ten Percent of Amount Bid ---------- Dollars ($ ------- 10% -------), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated May 2nd 2024, for the Frances Avenue Roadway Improvements Bid No: 2024-020

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 2nd day of May, 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)

Charlyn Wakefield

PRINCIPAL

PRP Construction Group, LLC.

By: _____
(Signature)

Name: Peggy Sheltra

Title: President

ATTEST (if corporation)

By: _____
(Signature)

Name: Ricky Sheltra

Title: Vice President

(Corporate Seal)

SURETY

Atlantic Specialty Insurance Company

By: _____
(Signature)

Name: Jessie Sloan

Attorney-In-Fact &
Title: Florida Licensed Resident Agent

(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: Atlantic Specialty Insurance Company

Mailing Address: 605 Highway 169 North, Suite 800, Plymouth, MN 55441

Street Address: 605 Highway 169 North, Suite 800, Plymouth, MN 55441

Name and Mailing and Street Address of Agent or Representative in Florida (if different than above): JCA Surety Group, LLC, 123 Zelma Street, Suite A, Orlando, FL 32803

Telephone Number of Surety and Agent or Representative in Florida: (952) 852-2431 / (321) 800-6594

END OF SECTION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jorge L. Bracamonte, Jessie Sloan, Karla Tomaszewski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of May, 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

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 complete, 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 Skelton

BID FORMS

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

FRANCES AVENUE ROADWAY IMPROVEMENTS

NAME OF BIDDER: PRP Construction Group, LLC

MAILING ADDRESS: 8300 SW SpringhavenAve, Indiantown, Fl. 34956

STREET ADDRESS: Same As Above (Zip Code)

PHONE NUMBER: 772-597-6923 Ext 1

To the: City of Fort Pierce

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

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

No. 1	Dated 4/10/2024	No. 4	Dated 4/24/2024
No. 2	Dated 4/12/2024	No. _____	Dated _____
No. 3	Dated 4/22/2024	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;

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. 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
Asphalt/Paving	Ranger Construction Industries, Inc.	4510 Glades Cutoff Rd. Ft. Pierce, FL 34981
Pipe Lining (CIPP)	Shenandoah General Construction Co.	1888 NW 22nd St. Pompano Beach, FL 33069
Pavement Markings	Hog Striping & Signs	3920 SE Commerce Ave, Stuart, FL 34997
Concrete Curb	Banyan Construction	12390 Sandy Run Rd, Jupiter, FL 33478
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 10% Bid Bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

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

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

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

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

BID FORMS

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

BID FORMS

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

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

By: _____

Name: Peggy Sheltra

Title: President

Dated: 4/26, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Ricky Sheltra

Title: Vice President

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

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

Certified General Contractor CGC1510570 August 31,2024

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, Backhoe, 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 Indiantown, Fl. 34956 this 30 day of April, 2024.

Contractor:

PRP Construction Group, LLC

By _____

Peggy Sheltra, President
(Name & Title)

County of Martin
State of Florida

Peggy Sheltra, being duly sworn, deposes and says that 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 30 day of April, 2024.

_____
Notary Public

My Commission Expires:

7-30-2024 (Seal)

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

END OF SECTION

BID FORMS

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Martin

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

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

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

PRP Construction Group, LLC
(Firm Name)

By: Peggy Sheltra

Title: President

Subscribed and sworn to before me this 2
day of April, 2024

Charlyn Wakefield
Notary Public

My Commission expires: (Seal)
7-30-2025

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. 2024-020 for **Frances Avenue Roadway 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 (please print name of individual signing) my relationship to the entity 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.)**

BID FORMS

Signature: _____

Date: 4/30/2024

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 30 day of April , 2024.

NOTARY PUBLIC SEAL: Charlyn Wakefield

My commission expires: 7-30-25

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

END OF SECTION

BID FORMS

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: April 30 , 2024

Official Address
(Including Zip Code):

8300 SW Springhaven Ave
Indiantown, Fl. 34956

By: Peggy Shelton

President
(Title)

END OF SECTION

BID FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-020

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 ---------- 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: Peggy Sheltra
(President's Signature)

Peggy Sheltra
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Margin County, Florida on the 30 day of April, 2024.

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

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

END OF SECTION

DRUG-FREE WORKPLACE FORM

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

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

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

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

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

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

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

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

Proposer's Signature

4/30/2024
Date

END OF SECTION

EXHIBIT "E"
SECTION 017

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020
SUBSTITUTION SHEET

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

EXHIBIT "E"
SECTION 018

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-020

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: PRP Construction Group, LLC

Corporate Title: President

Address: 8300 SW Springhaven Ave

Indiantown, Fl. 34956
(Zip Code)

By: Peggy Sheltra President
(Print name) (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

EXHIBIT "E"
SECTION 019

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

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 Virgina Ave, Ft Pierce, Fl. 34985	River Hammock Pottable WM	Mel Pollock	561-214-5065
Okeechobee Utility Authority 425 SW Park Street, Okeechobee, FL. 34975	Oak Lake Estates WM & Drainage	John Hayford, P.E.	863-634-9791
City of Fort Pirece 100 N US A Suite 101, Ft Pierce, Fl. 34950	Indian HIlls Recreation	John " Jack" Andres 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: **FRANCES AVENUE ROADWAY IMPROVEMENTS**

Bid No.: 2024-020

Project Description: **Roadway improvements to include drainage improvements, water main installation, utility adjustments and roadway restoration.**

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: 4/30/2024

END OF SECTION

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

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

PRP CONSTRUCTION, 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

	Contract Amt	(%) Complete
East Coast Metal Structures, Corp		
VENTURE PARK	1,044,000.00	1.46%
RANGER CONSTRUCTION INDUSTRIES, INC		
Becker- Veraanda 3.28.2024	120,000.00	58.23%
City of Fort Pirece		
OHIO AVE 11.2023	2,486,00,.00	24.62%
St Lucie County		
ORANGE AVE 54 CULVERT	1,840,000.00	0.91%
TOTAL	3,004,000.00	

PRP Construction
Balance Sheet
As of May 2, 2024

	May 2, 24
ASSETS	
Current Assets	
Checking/Savings	
105.069 · CHASE BANK 2779	487,420.89
105.004 · Petty Cash	188,234.92
105.007 · Chase Savings	7,742.99
105.008 · Seacoast Bank	1,623,978.90
Total Checking/Savings	2,307,377.70
Accounts Receivable	
108.001 · Accounts Receivable - Contracts	1,784,154.03
Total Accounts Receivable	1,784,154.03
Other Current Assets	
108.100 · Retainage Due	619,730.48
108.300 · Employee Advances	2,961.38
108.103 · Costs/earnings in excess billng	912,330.70
Total Other Current Assets	1,535,022.56
Total Current Assets	5,626,554.29
Fixed Assets	
451.041 · F350 VIN 17156	42,083.31
253.001 · Office Furniture & Fixtures	7,444.70
251.001 · Machinery and Equipment	3,392,172.45
252.001 · Autos & Trucks	1,533,565.96
256.001 · Buildings and Improvements	114,748.00
280.001 · Accumulated Depreciation	-4,355,328.00
Total Fixed Assets	734,686.42
Other Assets	
354 · Land	77,280.00
Total Other Assets	77,280.00
TOTAL ASSETS	6,438,520.71
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
402.001 · Accounts Payable	314,091.59
Total Accounts Payable	314,091.59
Credit Cards	
AM EXPRESS 2-51005	6,734.78
451.029 · AA MC #5504	1,222.57
451.023 · Bass BOA #7019	454.85
451.034 · Princess Card #1443	339.60
451.035 · Sam's Club #9483	-14.98
Total Credit Cards	8,736.82

PRP Construction
Balance Sheet
As of May 2, 2024

	May 2, 24
Other Current Liabilities	
451.019 · -JD 450 1429	46,198.80
451.022 · -60G EXCAVATOR 6811	32,536.32
451.000 · Current Liability	
451.012 · CP JD 3303G #9487	10,740.55
Total 451.000 · Current Liability	10,740.55
461.001 · Billing in excess of earnings	1,362,743.00
407 · IRA Payable	-1,986.28
Total Other Current Liabilities	1,450,232.39
Total Current Liabilities	1,773,060.80
Long Term Liabilities	
501.000 · Long Term Liability	
501.022 · 60G EXACAVATOR 6811	54,002.00
501.019 · JD DOZER 450P SN1429	88,920.09
501.012 · JOHN DEERE 3303G SN 9487	-5,370.30
501-020 · LT Ford 2022 F450 #44659	38,439.88
501.000 · Long Term Liability - Other	-1,073.06
Total 501.000 · Long Term Liability	174,918.61
Total Long Term Liabilities	174,918.61
Total Liabilities	1,947,979.41
Equity	
514 · Shareholder Distributions	-76,883.60
511 · Capital	1,000.00
512 · Additional Paid in Capital	29,163.50
513 · *Retained Earnings	2,677,164.71
Net Income	1,860,096.69
Total Equity	4,490,541.30
TOTAL LIABILITIES & EQUITY	6,438,520.71

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

April 30, 2024

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

PRPCONS-01 DNOLF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2024

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	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	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	X		5068939600	4/15/2024	4/15/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						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	X	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

City of FT Pierce
100 North US ! Room 101
Ft 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

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The ACORD name and logo are registered marks of ACORD

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

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SHELTRA, RICKY M

PRP CONSTRUCTION GROUP, LLC
7600 SPRINGHAVEN ESTATES
INDIANTOWN FL 34956

LICENSE NUMBER: CGC1510570

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

MARTIN COUNTY BUSINESS TAX RECEIPT

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 local 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.

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

PRP Construction Group, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: October 22, 2018
Expiration Date: October 22, 2024
WBENC National Certification Number: WBE1802091

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Florida, a WBENC Regional Partner Organization.

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

WBECFLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 237310, 237110, 237990
UNSPSC: 22100000, 71123004, 72103001, 72131702, 72141107, 72141121

Center for Women & Enterprise · Great Lakes Women's Business Council · Greater Women's Business Council · Women's Business Council Southwest · WBECMETRONY · WBECGREATERDMV · WBEA · WBECEAST · WBECCORV · WBECPACIFIC · Women's Business Development Center · WBECSOUTH · WBECWEST

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

PRP Construction Group, LLC

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

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

Majority Female Owner: Peggy Sheltra
NAICS: 237310, 237110, 237990 UNSPSC: 22100000, 71123004, 72103001, 72131702, 72141107, 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

April 10, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 1

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

1. **QUESTION:** Can a FDOT pre-qualified contractor bid on this project?

   ANSWER: Yes. A State of Florida General Contractor's License is required.

2. **QUESTION:** What is the estimated budget range for this project?

   ANSWER: The estimated budget for this project is $300,000.

All other conditions of this bid remain the same.

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

Signature: Peggy Shelton
Manual

Signature: Peggy Shelton
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave
Indiantown, FL 34956

Date: April 10, 2024

/lh

April 12, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

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:** Project plans pages 22 through 26 are blank. Is this Correct?

   ANSWER: Yes. Attached are the revised bid plans with blank pages removed.

2. **QUESTION:** Is all the work under this contract to be completed by subcontractors only or just the scopes listed under List of Major Subcontractors?

   ANSWER: Item should read that 40% of Work must be done by the General Contractor's entity.

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: 7600 SW Springhaven Ave
Indiantown, Fl. 34956

Date: April 12, 2024

/lh

April 22, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 3

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

1. **QUESTION:** Bid Item 13 – Superpave Asphaltic Concrete (Type B-9.5) (Traffic C) (10.5") – Please clarify the 10.5" depth, does this mean 9" of base rock and 1-1/2" of asphalt or is it as it reads, 10.5" of asphalt?

   ANSWER: As it reads.

2. **QUESTION:** Is item 13 intended for all the required trench restoration for the indicated cross drains and the revised edge of pavement?

   ANSWER: All areas are called out on the construction plans.

3. **QUESTION:** Sheet 5 of the plans shows 138 tons of SP-12.5 overbuild (pay item 334-1-13C) but this pay item is not on the bid form. Will this pay item be added to the bid form?

   ANSWER: The bid form has been revised. Please see attached.

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: 7600 SW Springhaven Ave
Indiantown, FL 34956

Date: April 22, 2024

/lh

BID RESPONSE FORM
FRANCES AVENUE ROADWAY IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1		
2	MAINTENANCE OF TRAFFIC	LS	1		
3	MATERIAL TESTING	LS	1		
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1		
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1		
6	CLEARING & GRUBBING	LS	1		
7	MAILBOX (REMOVE & RESET)	EA	8		
8	REGULAR EXCAVATION	CY	216		
9	REGULAR EMBANKMENT	CY	31		
10	COQUINA CURB PAD (4" THICK)	SY	321		
11	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1155		
12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C) (1")	TN	73		
13	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-9.5) (TRAFFIC C) (10.5")	TN	111		
14	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138		
15	DITCH BOTTOM INLET (TYPE C) (<10')	EA	5		
16	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10")	EA	2		
17	VALVE BOXES, ADJUST	EA	2		
18	METER BOXES, ADJUST	EA	5		
19	CONCRETE PIPE CULVERT (15" RCP)	LF	105		
20	CONCRETE PIPE CULVERT (18" RCP)	LF	210		
21	PIPE LINER (CURED IN PLACE) (15")	LF	134		
22	VALLEY GUTTER – CONCRETE	LF	1129		

23	DRIVEWAY APRON CONCRETE, 6" THICK	SY	201		
24	DRIVEWAY APRON BRICK PAVERS	SY	22		
25	PERFORMANCE TURF (SOD) (FLORATAM)	SY	1404		
26	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	24		
27	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200		
28	PVC WATERMAIN (4") (F&I)	LF	42		
29	WATER METER/SERVICE (ADJUST)	LF	10		

Total Site Improvement Bid:	$_____
Add 10% Construction Contingency for potential field change orders:	$____
TOTAL FINAL BID:	$____

April 24, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 4

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

1. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

   ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

2. **QUESTION:** What is the City's charge for a ROW permit?

   ANSWER: **There is no charge currently for a ROW permit.**

3. **QUESTION:** There is no line item for drainage removal. Where would the City prefer this item to be accounted for on the bid form?

   ANSWER: **This should be accounted for in the Clearing, Grubbing and Demolition line item. The bid form has been revised for further clarification.**

4. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

   ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

5. **QUESTION:** Regarding the Frances Avenue Roadway Improvements project, I see that the list of insurance requirements includes the following: Workers; Compensation/Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Pollution Legal Liability, Property/Builder's Risk Insurance. Therefore, my question would be do you require the bidder to submit a copy of All of these insurance at the time of the bid? Or is the contractor to supply a copy of these after the notice of award?

ANSWER: **The insurance requirement that is needed during the bid submission is simply a proof of insurance by including a copy of your current certificate of Insurance. However, once the contractor is awarded the bid, they must have all the required insurance requirements in order to proceed with the award process.**

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

Signature: Peggy Shelton
Manual

Signature: Peggy Shelton
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 7600 SW Springhaven Ave
Indiantown, FL 34956

Date: April 24, 2024

/lh

BID RESPONSE FORM
FRANCES AVENUE ROADWAY IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1		
2	MAINTENANCE OF TRAFFIC	LS	1		
3	MATERIAL TESTING	LS	1		
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1		
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1		
6	CLEARING, GRUBBING & DEMOLITION	LS	1		
7	MAILBOX (REMOVE & RESET)	EA	8		
8	REGULAR EXCAVATION	CY	216		
9	REGULAR EMBANKMENT	CY	31		
10	COQUINA CURB PAD (4" THICK)	SY	321		
11	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1155		
12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C) (1")	TN	73		
13	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-9.5) (TRAFFIC C) (10.5")	TN	111		
14	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138		
15	DITCH BOTTOM INLET (TYPE C) (<10')	EA	5		
16	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10")	EA	2		
17	VALVE BOXES, ADJUST	EA	2		
18	METER BOXES, ADJUST	EA	5		
19	CONCRETE PIPE CULVERT (15" RCP)	LF	105		
20	CONCRETE PIPE CULVERT (18" RCP)	LF	210		
21	PIPE LINER (CURED IN PLACE) (15")	LF	134		
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23	DRIVEWAY APRON CONCRETE, 6" THICK	SY	201		
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25	PERFORMANCE TURF (SOD) (FLORATAM)	SY	1404		
26	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	24		
27	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200		
28	PVC WATERMAIN (4") (F&I)	LF	42		
29	WATER METER/SERVICE (ADJUST)	LF	10		

Total Site Improvement Bid:	$_____
Add 10% Construction Contingency for potential field change orders:	$____
TOTAL FINAL BID:	$____

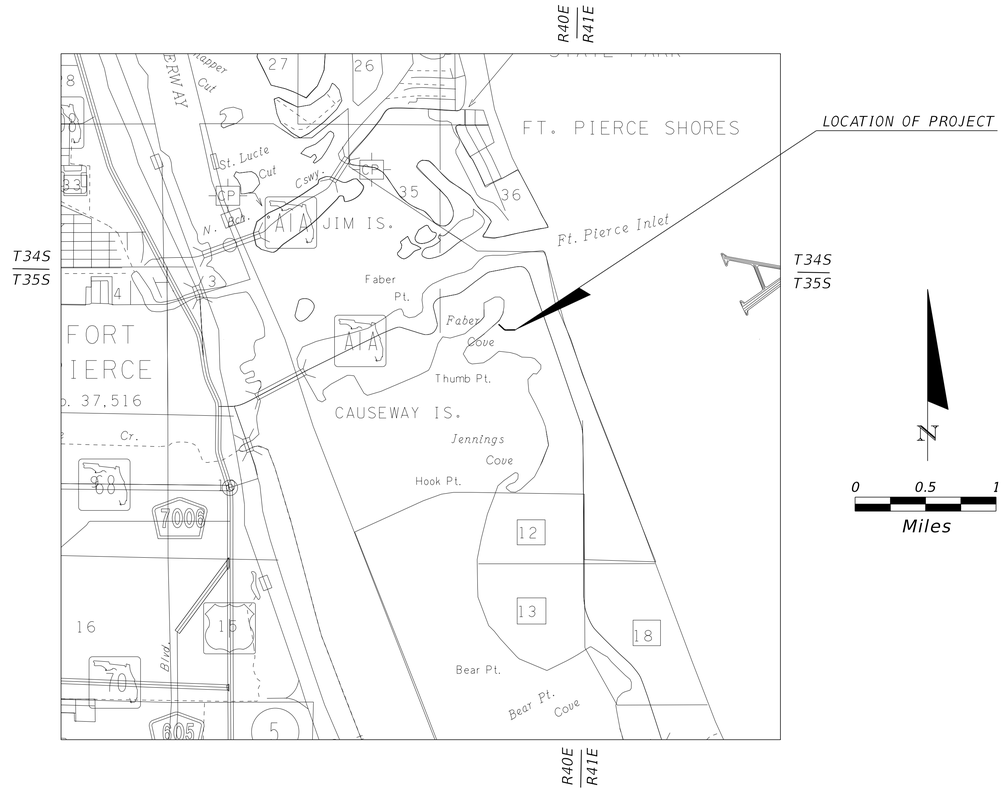
DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2024-020**
Pre-Bid Conference: **10:00AM, FRIDAY, April 19 , 2024**	**Bid Title: FRANCES AVENUE ROADWAY IMPROVEMENTS**
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, THURSDAY, MAY 02, 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:** 8600 SW Springhaven Ave	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X_____ **Authorized Signature (Manual)**
City, State, Zip Code: Indiantown, Fl. 34956	**Typed or Printed Name:** Peggy Sheltra
Type of Entity (Select one): **Corporation** ____x____ **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated in the State of: FL **Year:** 2011	**Delivery in** 30 **days, After Receipt Order**
Phone Number: 772-597-6923	**Payment Terms: Net 30 Days**
Fax Number: none	**FEIN or SS Number:**
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 $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

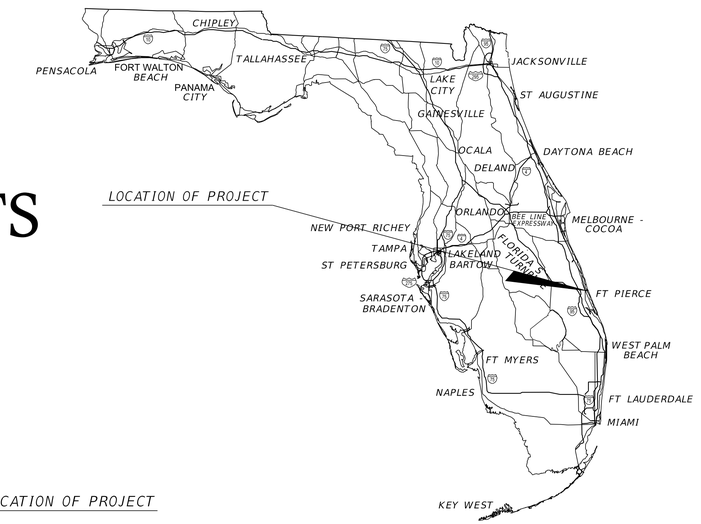
CONTRACT PLANS

FRANCES AVENUE ROADWAY IMPROVEMENTS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	TYPICAL SECTION
4	GENERAL NOTES
5	SUMMARY OF PAY ITEMS
6	PLAN LAYOUT
7-8	PLAN & PROFILE
9	SUMMARY OF TURNOUTS
10	MISCELLANEOUS DETAILS
11-22	CROSS SECTIONS
23	SIGNING AND MARKING





ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

KIMLEY-HORN AND ASSOCIATES, INC.
MICHAEL C. FORMAN, P.E.
445 24th STREET, SUITE 200
VERO BEACH, FLORIDA 32960

PLANS PREPARED BY:

Kimley»Horn

445 24th STREET, SUITE 200
VERO BEACH, FL 32960
TEL (772) 794-4100

PROJECT NUMBER: 047922024
REGISTRY NO. 696

ROADWAY PLANS
ENGINEER OF RECORD: MICHAEL C. FORMAN, P.E.

P.E. NO.: 85367

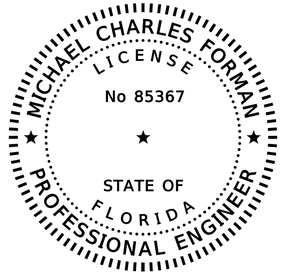
NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

PREPARED FOR:

CITY OF FORT PIERCE

100% PLANS
MARCH 2024

SHEET NO.
1



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

MICHAEL C. FORMAN, P.E.
P.E. LICENSE NUMBER 85367
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH 61G15-23.004. F.A.C.

FRANCES AVENUE ROADWAY IMPROVEMENT PLANS

SHEET NO.	*SHEET DESCRIPTION*
1	*KEY SHEET*
2	*SIGNATURE SHEET*
3	*TYPICAL SECTION*
4	*GENERAL NOTES*
5	*SUMMARY OF PAY ITEMS*
6	*PLAN LAYOUT*
7-8	*PLANS AND PROFILE*
9	*SUMMARY OF TURNOUTS*
10	*MISCELLANEOUS DETAILS*
11-22	*CROSS SECTIONS*
23	*SIGNING AND MARKING*

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

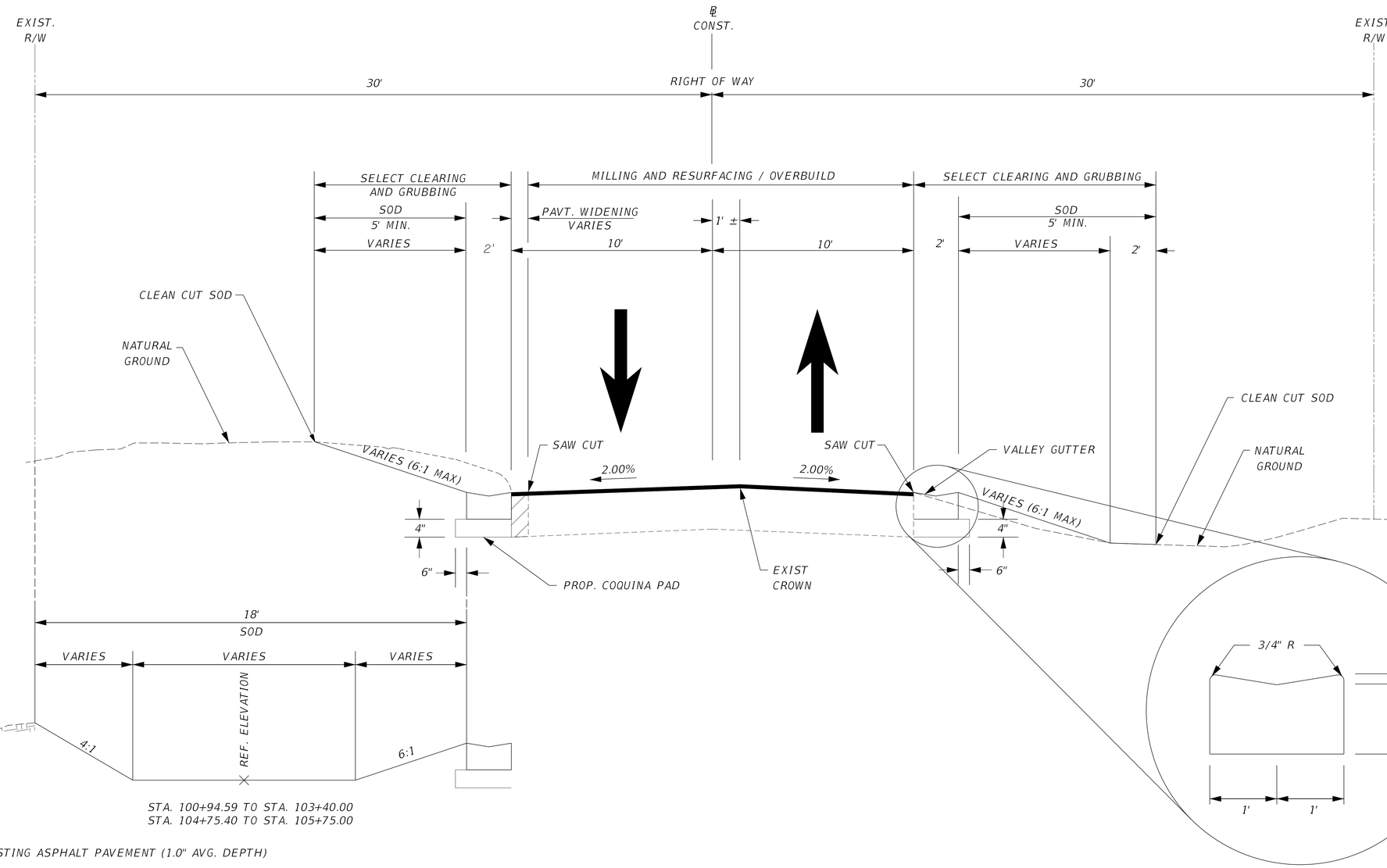
Kimley»Horn

MICHAEL C. FORMAN, P.E.
P.E. LICENSE NUMBER 85367
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE
FRANCES AVENUE ROADWAY IMPROVEMENTS

SIGNATURE SHEET

SHEET NO. 2



STA. 100+94.59 TO STA. 103+40.00
STA. 104+75.40 TO STA. 105+75.00

VALLEY GUTTER DETAIL

MILLING
MILL EXISTING ASPHALT PAVEMENT (1.0" AVG. DEPTH)

PAVEMENT OVERBUILD
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C) (VAR. 0" - 4.80")

RESURFACING
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C) (1.0")

PAVEMENT WIDENING / RECONSTRUCTION
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C) (1.0" MIN)
TYPE B-12.5 STRUCTURAL COURSE (TRAFFIC C) (10.5")

POSTED SPEED = 30 MPH
DESIGN SPEED = 35 MPH

FRANCES AVENUE

STA. 101+84.46 TO STA. 106+22.34

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MICHAEL C. FORMAN, P.E.
P.E. LICENSE NUMBER 85367
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VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE
FRANCES AVENUE ROADWAY IMPROVEMENTS

TYPICAL SECTION

SHEET NO. 3

bradley.moll 4/11/2024 1:23:07 PM K:\VRB_Roadway\Frances Ave\CADD\RDWY\TYPSRD01.DGN

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO APPLICABLE STANDARDS AND SPECIFICATIONS OF THE CITY OF FORT PIERCE, FLORIDA STANDARD CONTRACT DOCUMENTS AND SPECIFICATIONS FOR PUBLIC WORK PROJECTS, LATEST ISSUE.

2. CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST ISSUE.

3. THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.

4. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND OTHER FEATURES AFFECTING HIS/HER WORK PRIOR TO CONSTRUCTION, AND NOTIFY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT IMMEDIATELY WHEN CONFLICT BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL WORK AS NEEDED TO AVOID CONFLICT WITH EXISTING UTILITIES (NO ADDITIONAL COST SHALL BE PAID FOR THIS WORK). EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER.

PRE-TRENCHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES, STRUCTURES, CONDUITS AND/OR SUB-GRADE SHALL BE PERFORMED FOURTEEN DAYS IN ADVANCE OF ITS CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND THE CITY WITH A FOURTEEN DAY ADVANCE NOTICE OF ANY CONFLICT WITH PROPOSED CONSTRUCTION. PAYMENT FOR PRE-TRENCHING, SURVEY, AND BACKFILLING SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

5. THE CONTRACTOR SHALL COORDINATE WITH UTILITIES TO ARRANGE RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK.

6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ANY AND ALL EXISTING UTILITIES ON THIS PROJECT. THE CONTRACTOR WILL RECEIVE NO DIRECT PAYMENT TO SUPPORT AND/OR PROTECT ANY AND ALL UTILITIES. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

7. THE CONTRACTOR SHALL GIVE AT LEAST 48 HOURS NOTICE TO UTILITY COMPANIES TO PROVIDE FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION. CONTACT UTILITIES NOTIFICATION CENTER AT 1-800-432-4770.

8. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL APPLICABLE CONSTRUCTION PERMITS PRIOR TO START OF CONSTRUCTION.

9. THE CONTRACTOR SHALL NOTIFY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AND CITY'S FIELD REPRESENTATIVE, AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

10. THE CONTRACTOR SHALL CONTACT THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AND CITY'S FIELD REPRESENTATIVE IMMEDIATELY OF ANY CONFLICT ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.

11. B.M. DATA IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

ANY NAVD 88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED.
IF IN DANGER OF BEING DAMAGE, NOTIFY:
GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE SECTION N/CG-162
6001 EXECUTIVE BLVD.
ROCKVILLE MARYLAND 20852

12. EXISTING SECTION CORNERS AND ¼ SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION USING REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.

13. STORM SEWER PIPE LENGTHS SHOWN ARE APPROXIMATE, AND MAY BE ADJUSTED AS REQUIRED UPON APROVAL BY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT.

14. INSTALLATION OF ALL STORM SEWERS, INLETS, MANHOLES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AS INDICATED ON THE DRAWINGS. ALL REINFORCED CONCRETE PIPE SHALL BE CLASS III PIPE.

15. ALL CATCH BASINS AND PIPE INVERTS SHALL BE AS INDICATED ON THE DRAWINGS.

16. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.

17. ALL COMPLETED DRAINAGE STRUCTURES SHALL BE PROTECTED FROM CONTAMINATION BY SILT AND CONSTRUCTION DEBRIS. THE CONTRACTOR SHALL PLACE PLYWOOD ON, OR FILTER FABRIC BETWEEN FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE COMPLETED. ALL DRAINAGE STRUCTURES (EXISTING AND PROPOSED) WITHIN PROJECT LIMITS SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

18. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.

19. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZING EARTH, DRIVEWAYS, SIDEWALKS, ETC. WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION OR AS DIRECTED BY THE CITY OF FORT PIERCE FIELD ENGINEER.

20. THE CONTRACTOR SHALL NOT ENCROACH INTO PRIVATE PROPERTY WITH PERSONNEL, MATERIAL OR EQUIPMENT WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE, REMOVAL OR MODIFICATION, ACCIDENTALLY OR PURPOSELY, CAUSED TO ANY IRRIGATION SYSTEMS, PRIVATE OR PUBLIC. THE CONTRACTOR SHALL REPLACE ANY DAMAGED, REMOVED, OR MODIFIED IRRIGATION PIPES, SPRINKLER HEADS OR OTHER PERTINENT APPURTENANCES AT NO ADDITIONAL COST.

22. REGARDING MAIL BOXES, WALLS, FENCES, SECURITY GATE TRACKING, OR OTHER PRIVATE PROPERTY OR IMPROVEMENTS THAT SHALL BE TEMPORARILY RELOCATED AND REPLACED, THE CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE OWNER. ANY AND ALL COSTS ASSOCIATED WITH COORDINATING, REMOVING, AND REPLACING ANY PROPERTY ITEMS SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

23. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT INDEX 600 SERIES, MUTCD AND THESE PLANS. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES VEHICULAR AND PEDESTRIAN ACCESS TO ALL RESIDENCES AND/OR BUSINESS.

24. NO TREES ARE TO BE REMOVED OR RELOCATED WITHOUT PRIOR APPROVAL FROM THE CITY OF FORT PIERCE FIELD ENGINEER (CITY PERMIT REQUIRED FOR ANY TREE REMOVAL).

25. COMPLETE 'AS-BUILT' INFORMATION RELATIVE TO LOCATION, SIZE AND DEPTH OF NEW PIPES, MANHOLES, INLETS, ETC., SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED (SIGNED AND SEALED BY A FLORIDA CERTIFIED P.LS.) TO THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL RECORD INFORMATION ON EXISTING UTILITY CROSSINGS ENCOUNTERED DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO PIPES, INLETS, MANHOLE, ETC., SHALL BE RECORDED BY A FLORIDA REGISTERED SURVEYOR AND SHOWN ON THE RECORD DRAWINGS. THE COST OF SIGNED AND SEALED AS-BUILTS SHALL BE INCLUDED IN OVERALL BID AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF AND MAKING THE REPAIRS OF EXISTING PAVEMENT, SIDEWALKS, PIPES, CONDUITS, CURBS, CABLES, ETC., WHETHER OR NOT SHOWN ON THE PLANS DAMAGED AS A RESULT OF THE CONTRACTORS OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS, AND SHALL RESTORE THEM PROMPTLY AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE CITY OF FORT PIERCE. CONTRACTOR SHALL REPORT ANY DAMAGE TO SIDEWALK, DRIVEWAY, ETC., PRIOR TO BEGINNING WORK IN ANY AREA.

27. ALL DRAINAGE PIPES SHALL BE APPROVED BY CITY OF FORT PIERCE ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL CONSTRUCT A FILTER FABRIC JACKET AT ALL PROPOSED STORM SEWER JOINTS AS PER FDOT INDEX 280. COST OF FILTER FABRIC JACKET SHALL BE INCLUDED IN UNIT PIPE COSTS.

28. EXISTING DRAINAGE STRUCTURES AND CULVERTS ARE TO REMAIN UNLESS OTHERWISE NOTED.

29. NO EXISTING BASE MATERIAL REMOVED IN EXCAVATION SHALL BE REUSED AS PROPOSED BASE MATERIAL.

30. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE OWNER. STAGING AND STORAGE SHALL BE CONDUCTED WITHIN PUBLIC R/W AND/OR CONSTRUCTION EASEMENTS (ACCESS LICENSE AGREEMENTS).

31. EXISTING UTILITY CONTACT INFORMATION:

UTILITY COMPANY	CONTACT	PHONE NUMBER	ADDRESS
AT&T	DINO FARRUGGIO	561-683-2729	6628 LAKESLIDE ROAD, WEST PALM BEACH, FL 33411
COMCAST CABLE	MICHAEL CONNELL	954-789-9762	3960 RCA BLVD SUITE 6002, PALM BEACH GARDENS, FL 33410
CITY OF FORT PIERCE	VENETIA BARNES	772-467-3783	100 N US HIGHWAY 1, FORT PIERCE, FL 34950
FORT PIERCE UTILITY AUTHORITY	LUGEY DAWSON	772-577-1375	P.O. BOX 3191, FORT PIERCE, FL 3498-3191

32. EROSION CONTROL MEASURES SHALL BE TAKEN BY CONTRACTOR DURING CONSTRUCTION AS PER FDOT STANDARDS:

A. SILT FENCE SHALL BE INSTALLED ALONG THE ENTIRE PERIMETER OF THE PROJECT ADJACENT TO ANY SOIL DISTURBING ACTIVITIES.

B. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED DURING CONSTRUCTION PER FDOT STANDARDS.

C. ALL FENCING, GRADING, SIGNING AND SODDING SHALL BE MAINTAINED DURING THE CONTRACT LIFE. ALL DAMAGED WORK SHALL BE RESTORED AT NO COST TO THE CITY.

33. ALL EXISTING MAILBOXES WITHIN LIMITS OF CONSTRUCTION SHALL BE RELOCATED IN ACCORDANCE WITH CITY AND POSTAL CODES.

34. NON-STRUCTURAL CONCRETE UTILIZED IN CURB AND GUTTER, SIDEWALK AND URBAN FLARED TURNOUT CONSTRUCTION SHALL CONSIST OF 3000 PSI FIBER REINFORCED MIX.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MICHAEL C. FORMAN, P.E.
P.E. LICENSE NUMBER 85367
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE
FRANCES AVENUE
ROADWAY IMPROVEMENTS

GENERAL NOTES

SHEET NO. 4

SUMMARY OF PAY ITEMS

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY
WAY IMPROVEMENTS			
101-1	MOBILIZATION / DEMOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-2	PREVENTION, CONTROL, & ABATEMENT OF EROSION & WATER POLLUTION	LS	1
108-1	CONSTRUCTION LAYOUT / RECORD DRAWING	LS	1
110-1-1	STANDARD CLEARING & GRUBBING	LS	1
110-7-2	MAILBOX (REMOVE & RESET)	EA	8
120-1	REGULAR EXCAVATION	CY	216
120-6	REGULAR EMBANKMENT	CY	31
285-701	COQUINA CURB PAD (4" THICK)	SY	321
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1155
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (1")	TN	73
334-1-13B	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-12.5) (TRAFFIC C) (10.5")	TN	111
334-1-13C	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138
425-1-521	DITCH BOTTOM INLET (TYPE 'C') (<10')	EA	5
425-1-711	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10')	EA	2
425-6	VALVE BOXES, ADJUST	EA	2
425-6-1	METER BOXES, ADJUST	EA	5
430-175-115	CONCRETE PIPE CULVERT (15")	LF	105
430-175-118	CONCRETE PIPE CULVERT (18")	LF	210
431-1-115	PIPE LINER (CURED IN PLACE) (15")	LF	134
520-3	VALLEY GUTTER - CONCRETE	LF	1129
522-2A	DRIVEWAY APRON CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	201
526-1-101	DRIVEWAY APRON BRICK PAVERS	SY	22
570-1-2	PERFORMANCE TURF SOD (FLORATAM)	SY	1404
711-11-125	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	24
711-15-201	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200
1050-31-404	PVC WATER MAIN (4") (F&I)	LF	42
1050-15-002	WATER METER / SERVICE (ADJUST.)	LF	10

PAY ITEM FOOTNOTES

334-1-13X1
334-1-13X2 — THE COST OF THE TACK COAT SHALL BE INCLUDED IN THE UNIT PRICE OF ASPHALT.

522-2X — THE COST SHALL INCLUDE, BUT NOT LIMITED TO, COORDINATION WITH THE PROPERTY OWNER REGARDING DRIVEWAY RESTORATION.

1050-15-002 — COST TO INCLUDE ALL MATERIAL AND LABOR NECESSARY TO ADJUST WATER SERVICE TO ACCOMMODATE PROPOSED DRAINAGE IMPROVEMENTS.

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE
FRANCES AVENUE ROADWAY IMPROVEMENTS

SUMMARY OF PAY ITEMS

SHEET NO. 5



REVISIONS					
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CITY OF
FORT PIERCE
FRANCES AVENUE
ROADWAY IMPROVEMENTS

PLAN LAYOUT

SHEET NO.
6

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S-102
STA. 100+94.59, 22.08' LT
CONST. TYPE 'C' DBI
FDOT INDEX 425-052
GRATE EL. 1.80
S INV. = -0.10
E INV. = -0.85±
W INV. = -0.35
BOTTOM EL = -2.85

S-103
STA. 102+13.90, 17.21' LT
CONST. TYPE 'C' DBI
FDOT INDEX 425-052
GRATE EL. 2.30
N INV. = 0.00
S INV. = 0.00
BOTTOM EL. = -2.00

S-104
STA. 102+62.64, 17.15' LT
CONST. TYPE 'C' DBI
FDOT INDEX 425-052
GRATE EL. 2.10
N INV. = 0.10
S INV. = 0.10±
W INV. = 0.10
BOTTOM EL. = -1.90

CONST. VALLEY GUTTER
+85.22, 34.64' LT, EL. 2.27±

EXIST. R/W

BEGIN FRANCES AVENUE IMPROVEMENTS
STA. 100+84.46

LEGEND
(A) ADJUST EXIST. WATER VALVE (TYP.)
PAVEMENT WIDENING

CONST. 134 LF OF 15" CIPP LINER

CONST. VALLEY GUTTER
+85.71, 35.29' RT, EL. 2.32±

CONST. 117 LF OF 18" RCP

CONST. CONC. FLUME PER FDOT INDEX 520-010 (TYP.)

CONST. VALLEY GUTTER
+10.22
10.00' LT
EL. 2.14

CONST. 47 LF OF 18" RCP

+10.70
10.00' RT
EL. 2.14

CONST. 46 LF OF 18" RCP

EXIST. 15" RCP TO BE REMOVED

EXIST. R/W

CONST. VALLEY GUTTER

CONST. CONC. DRIVEWAY APRON REFER TO DETAIL (TYP.)

ADJUST WATER SERVICE TO ACCOMODATE PROP. RCP (TYP.)

CONST. 25 LF OF 15" RCP

EXIST. R/W

EXIST. MAILBOX TO BE RELOCATED (TYP.)

FRANCES AVE

S. THUMB POINT DRIVE

MATCHLINE 103+00.00

0 10 40
Feet

CURVE DATA (CUR1)
PI STA. = 103+12.51
Δ = 44° 08' 06" (LT)
D = 38° 09' 42"
T = 60.87
L = 115.65
R = 150.14
PC STA. = 102+51.64
PT STA. = 103+67.29

S-101
STA. 100+94.59, 22.08' LT
CONST. TYPE 'C' DBI
FDOT INDEX 425-052
GRATE EL. 1.90
S SLOT = 0.25 (12" WIDE)
N INV. = 0.16±
E INV. = -0.45
BOTTOM EL. = -2.45

S-105
STA. 102+60.71, RT
CONST. VALLEY GUTTER INLET
WITH P-BOTTOM
FDOT INDEX 425-010
(SEE DETAIL)
GRATE EL. 2.20
E INV. = 0.40
BOTTOM EL. = -1.60

BEGIN FRANCES AVENUE ROADWAY IMPROVEMENTS
BEGIN PAVEMENT OVERBUILD
STA. 100+84.46, EL. 2.35
TIE TO EXISTING

PI +94.59
EL. 2.28

PI +00.00
EL. 2.70

PI +63.00
EL. 2.39

(+) 0.400%
(-) 0.707%
(+) 0.400%
(-) 0.500%
(+) 0.300%

EXIST. 18" RCP
EXIST. 18" RCP
EXIST. 15" RCP
PROP. 18" RCP
PROP. 18" RCP
PROP. 18" RCP
15" RCP
EXIST. 15" RCP

SCALE
HOR: 1" = 20'
VER: 1" = 2'

2.91 1.97 2.30 2.35 2.50 2.46 2.70 2.24 2.45 2.16

101+00 102+00 103+00

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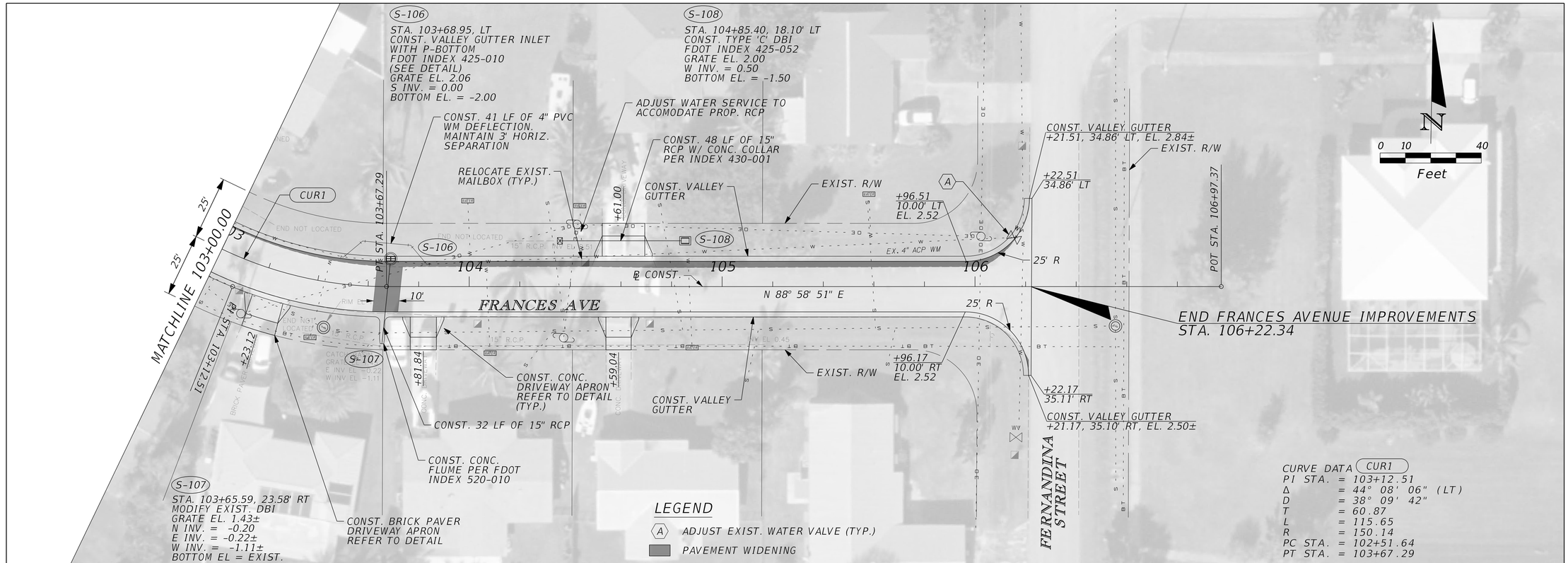
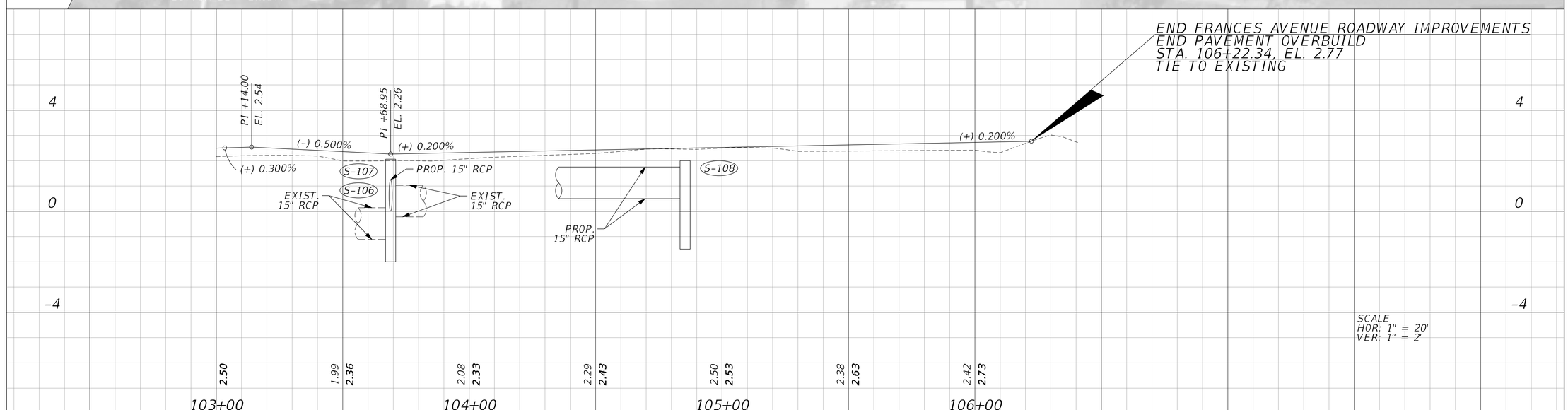
CITY OF FORT PIERCE
FRANCES AVENUE ROADWAY IMPROVEMENTS

PLAN & PROFILE

SHEET NO. 7





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CITY OF FORT PIERCE
FRANCES AVENUE ROADWAY IMPROVEMENTS

PLAN & PROFILE

SHEET NO. 8

SUMMARY OF DRIVEWAYS

STATION	SIDE	WIDTH (FT)	CONCRETE AREA (SY)		EXISTING DRIVEWAY MATERIAL	COMMENTS
			CONCRETE SIDEWALK (6" THICK)			
			PLAN	FINAL		
FRANCES AVENUE						
101+33.66	RT	26	44.4		CONCRETE	
102+05.13	RT	16.8	30.3		CONCRETE	
102+38.42	LT	35	55.1		CONCRETE	
102.72.29	RT	9.7	20.2		CONCRETE	
103+23.12	RT	12.6	25.6		BRICK PAVER	526-1-101
103+81.84	RT	10.3	20.9		CONCRETE	
104+59.04	RT	10	20.4		CONCRETE	
104+61.00	LT	16.8	30.3		CONCRETE	
SUB-TOTAL			**247.2**			

REVISIONS

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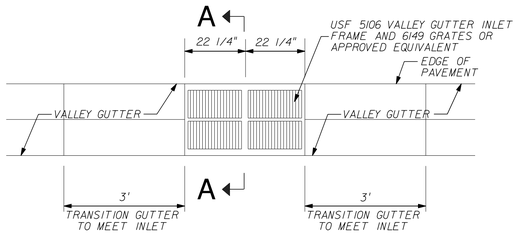
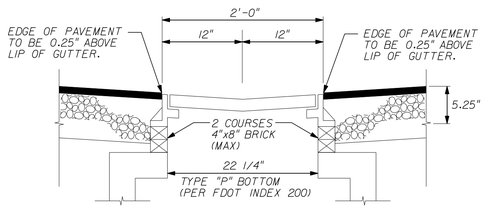
CITY OF
FORT PIERCE
FRANCES AVENUE
ROADWAY IMPROVEMENTS

SUMMARY OF TURNOUTS

SHEET NO.
9



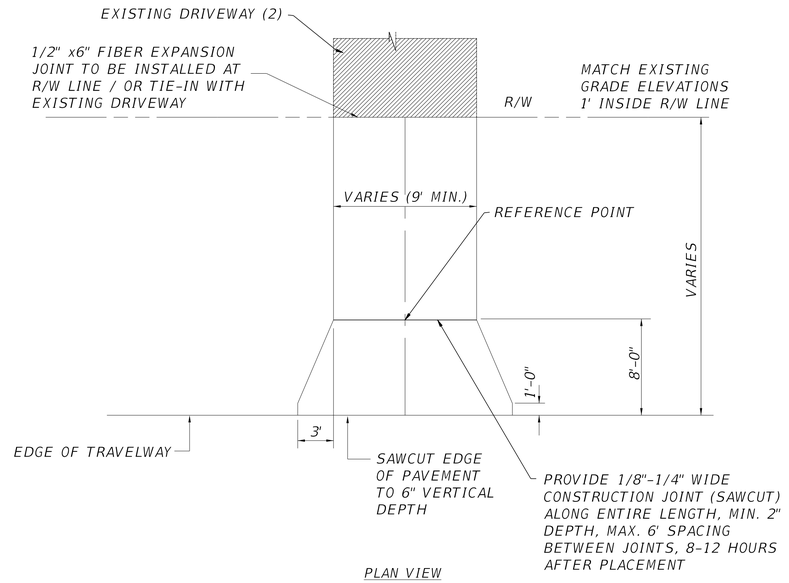
PLAN



SECTION A-A

VALLEY GUTTER INLET DETAIL

N.T.S.



PLAN VIEW

PROPOSED CONCRETE DRIVEWAY DETAIL

(EXISTING ELEVATION AT PROPOSED R/W > ELEVATION OF EDGE OF PROPOSED PAVEMENT)

NOTES:

1. SURFACE SPECIFICATIONS:
   A. CONCRETE DRIVEWAY EXTENDING INTO RIGHT-OF-WAY OR PUBLIC EASEMENT SHALL BE A MINIMUM OF 6" THICK, 3000 P.S.I. CONCRETE INCORPORATING A FLARE AS SHOWN IN THE PLAN VIEW. CONCRETE WITH FIBER MESH @ 1.5LB/CY. SUBGRADE SHALL BE 12" SAND OR OTHER APPROVED MATERIAL COMPACTED TO 98% AASHTO T-180 MAXIMUM DENSITY.
2. EXISTING HARDSCAPE IMPROVED DRIVEWAY;
   THE CITY DESIRES TO MATCH EXISTING HARDSCAPE IMPROVED DRIVEWAYS (IE. PAVERS, STAMPED CONCRETE, EPOXY BONDED AGGREGATE, SPECIAL AGGREGATE MIX, ETC. WHEN RECONSTRUCTING THESE DRIVEWAYS WITHIN THE CITY RIGHT-OF-WAY.
3. RIGHT-OF-WAY RESTORATION;
   A. REQUIREMENT: AS GOOD OR BETTER THAN CONDITION PRIOR TO CONSTRUCTION (INCLUDES ADJACENT AREAS). USE SOD AS NECESSARY. SOD MUST BE PLACED 1" BELOW THE ELEVATION AT EDGE OF PAVEMENT. ANY SOD PLACED ABOVE EDGE OF PAVEMENT ELEVATION WILL NOT BE APPROVED AT FINAL INSPECTION.
   B. DRAINAGE: DRAINAGE DITCHES DISTURBED DURING CONSTRUCTION SHALL BE GRADED IN SUCH A MANNER AS TO PROVIDE FOR RESTORATION OF THE FLOW LINE. THE CITY WILL NOT APPROVE THE FINAL INSPECTION IF THE PLACEMENT OF SOD PARTIALLY BLOCKS THE DRIVEWAY CULVERT. THE TOP OF THE SOD MUST MATCH THE INVERT OF THE CULVERT.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
					5-21-2019 Z.A. ⚠1 KHA DESIGN REVISION

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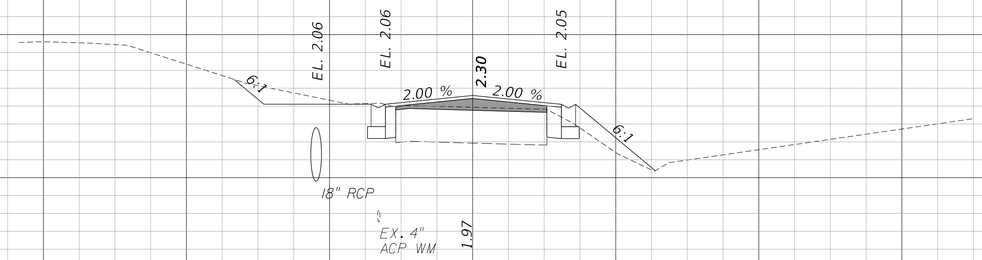
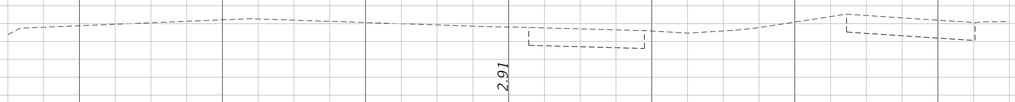
CITY OF FORT PIERCE
FRANCES AVENUE ROADWAY IMPROVEMENTS

MISCELLANEOUS DETAILS

SHEET NO. 10

Regular Exc.		Embankment	
A	V	A	V





12
10
8
6
4
2
0

101+00.00
BEGIN EARTHWORK

6
4
2

100+50.00

SCALE HOR: 1"=20'
VER: 1"=4'

120 100 80 60 40 20 0 20 40 60 80 100 120

REVISIONS					
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CITY OF
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FRANCES AVENUE
ROADWAY IMPROVEMENTS

FRANCES AVENUE CROSS SECTIONS

SHEET NO.
11

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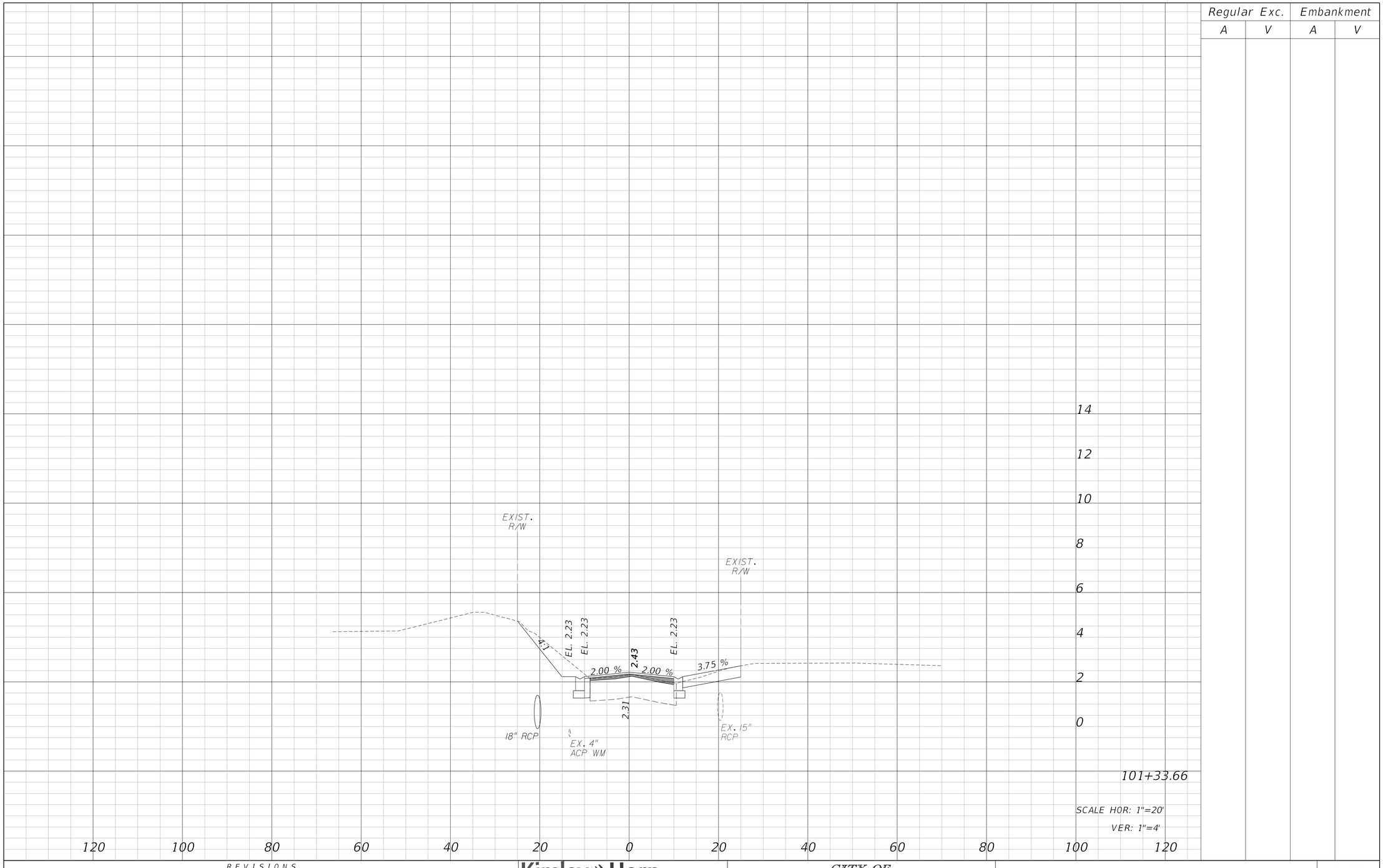
Regular Exc.		Embankment	
A	V	A	V



SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS

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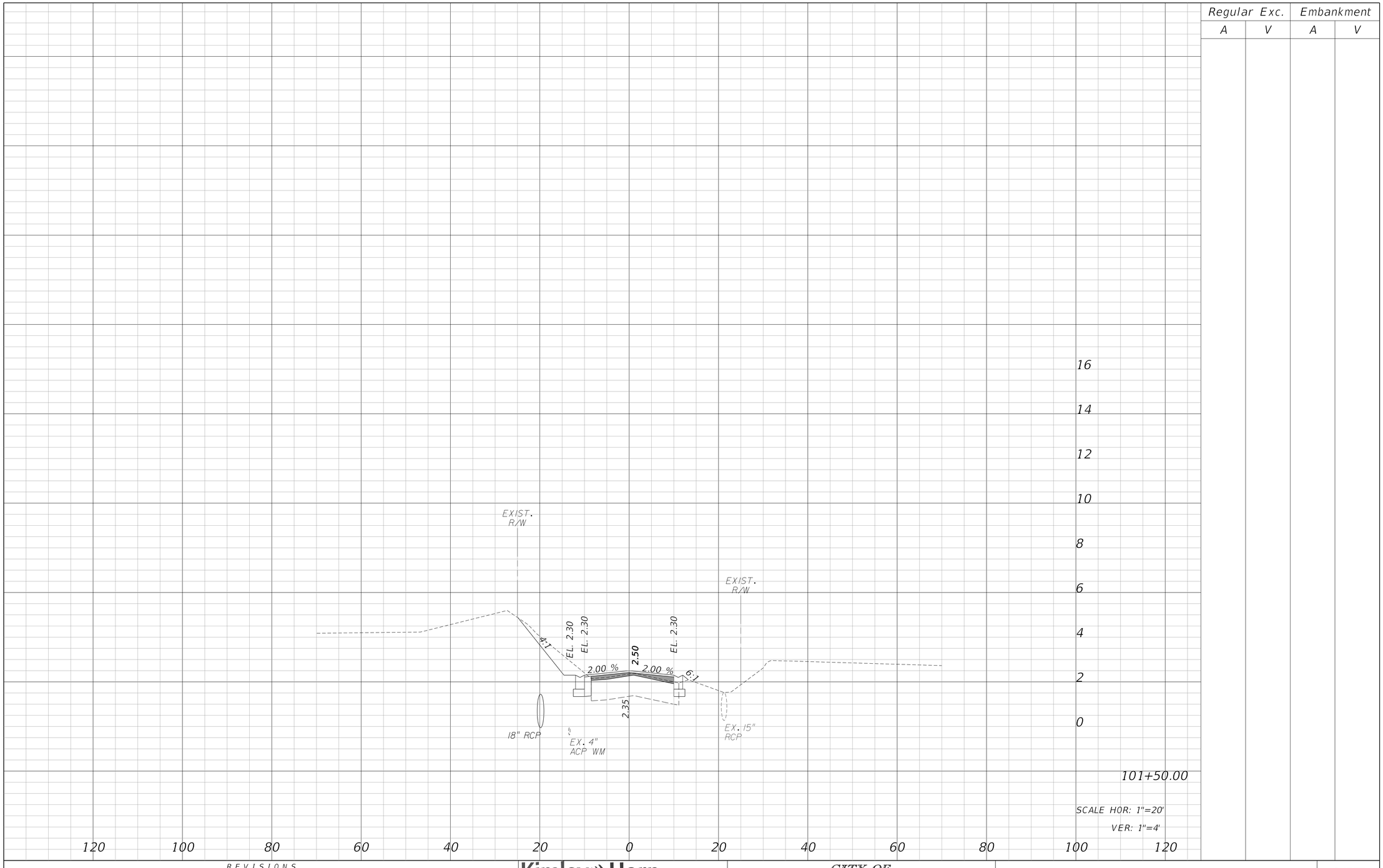
CITY OF
FORT PIERCE
FRANCES AVENUE
ROADWAY IMPROVEMENTS

FRANCES AVENUE CROSS SECTIONS

SHEET NO.
12

Regular Exc.		Embankment	
A	V	A	V



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CITY OF FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

FRANCES AVENUE CROSS SECTIONS

SHEET NO. 13

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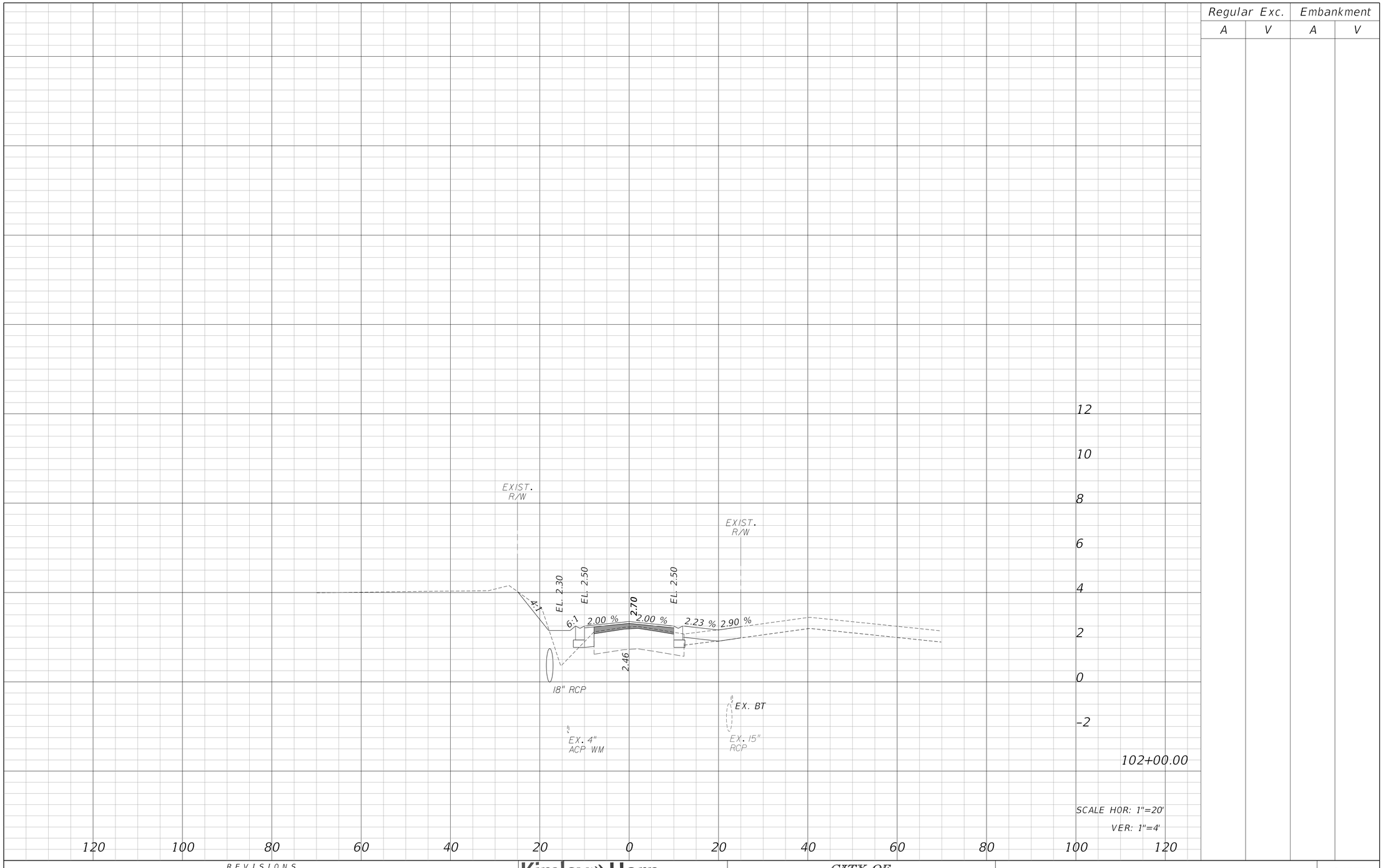

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CITY OF FORT PIERCE
FRANCES AVENUE ROADWAY IMPROVEMENTS

FRANCES AVENUE CROSS SECTIONS

SHEET NO. 14

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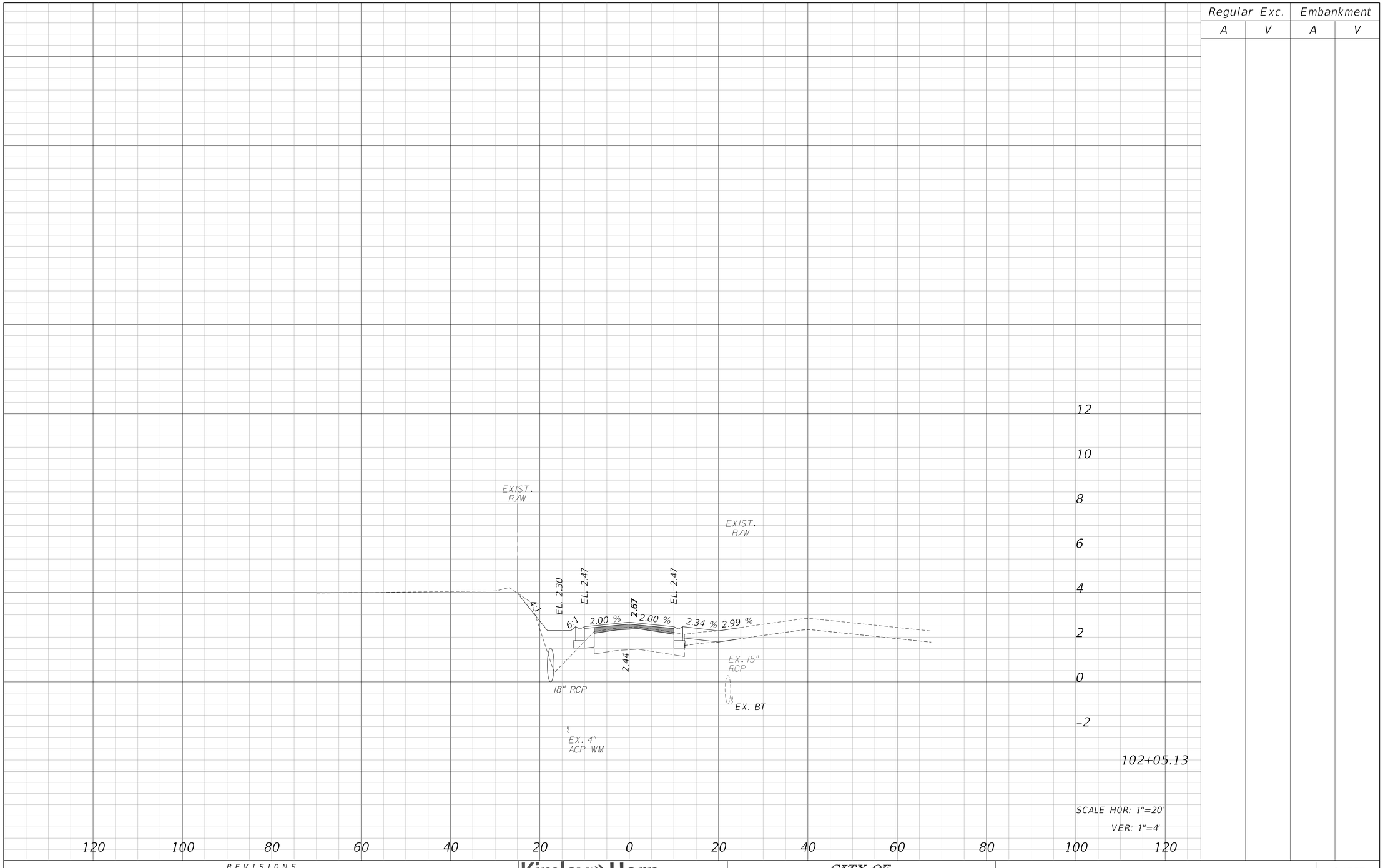

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS					
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CITY OF
FORT PIERCE
FRANCES AVENUE
ROADWAY IMPROVEMENTS

FRANCES AVENUE CROSS SECTIONS

SHEET NO.
15

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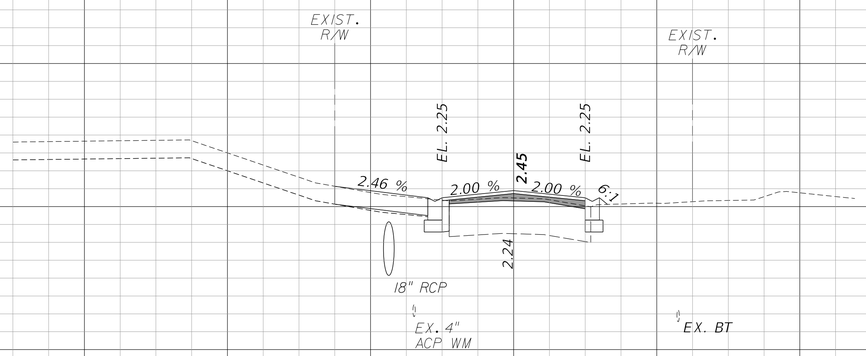

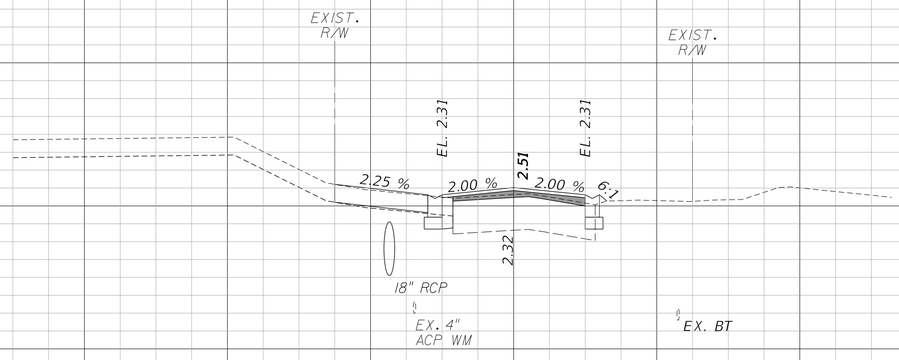

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CITY OF
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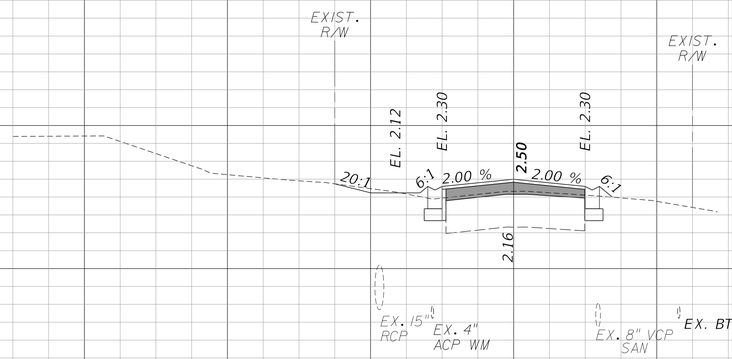
FRANCES AVENUE
ROADWAY IMPROVEMENTS

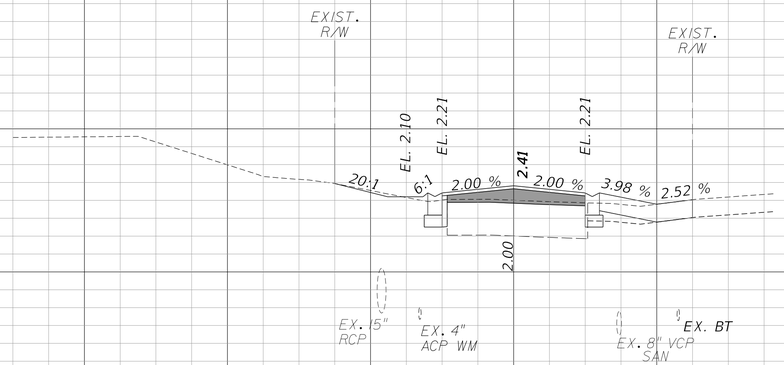
FRANCES AVENUE CROSS SECTIONS

SHEET NO.
16

Regular Exc.		Embankment	
A	V	A	V



103+00.00



102+72.29

SCALE HOR: 1"=20'
VER: 1"=4'

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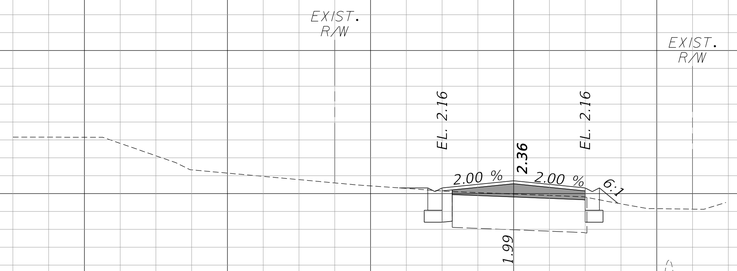
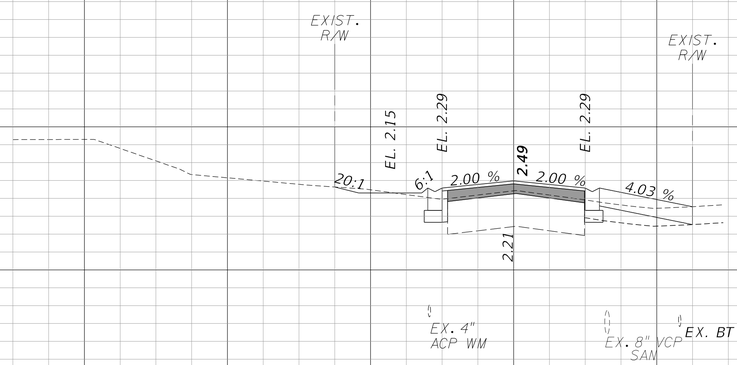
CITY OF FORT PIERCE
FRANCES AVENUE ROADWAY IMPROVEMENTS

FRANCES AVENUE CROSS SECTIONS

SHEET NO. 17

Regular Exc.		Embankment	
A	V	A	V





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CITY OF
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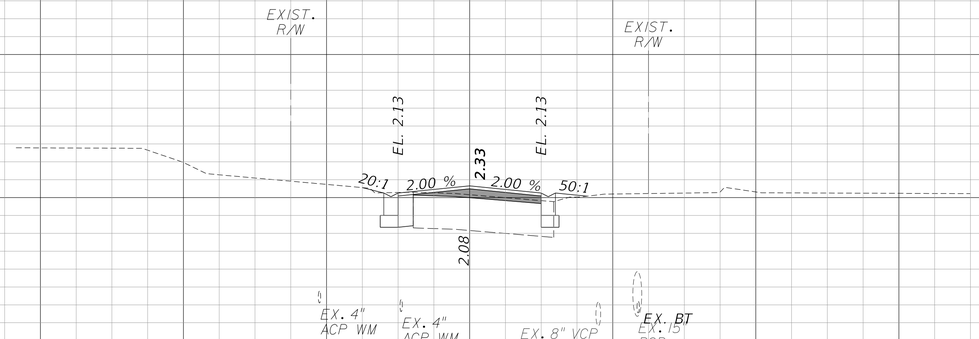
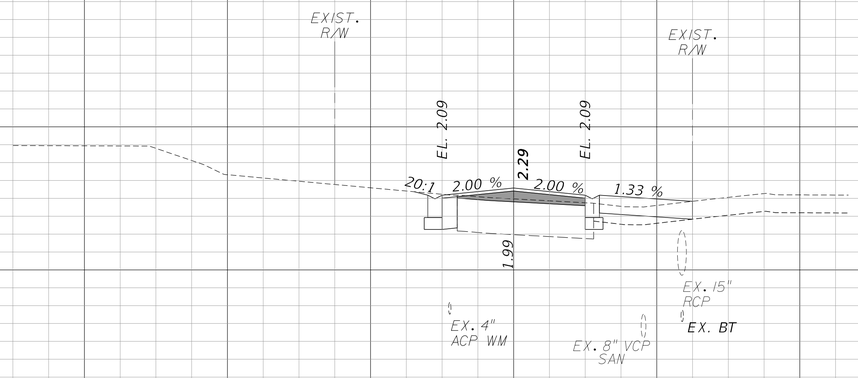
FRANCES AVENUE
ROADWAY IMPROVEMENTS

FRANCES AVENUE CROSS SECTIONS

SHEET NO.
18

Regular Exc.		Embankment	
A	V	A	V





SCALE HOR: 1"=20'
VER: 1"=4'

120 100 80 60 40 20 0 20 40 60 80 100 120

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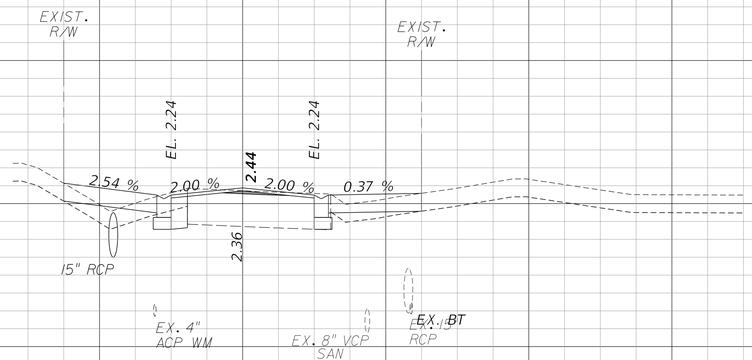
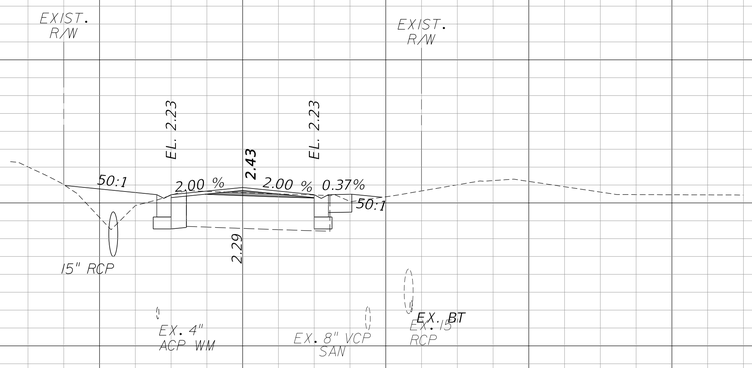
FRANCES AVENUE CROSS SECTIONS

SHEET NO. 19

Regular Exc.		Embankment	
A	V	A	V



104+59.04



104+50.00

SCALE HOR: 1"=20'
VER: 1"=4'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MICHAEL C. FORMAN, P.E.
P.E. LICENSE NUMBER 85367
445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

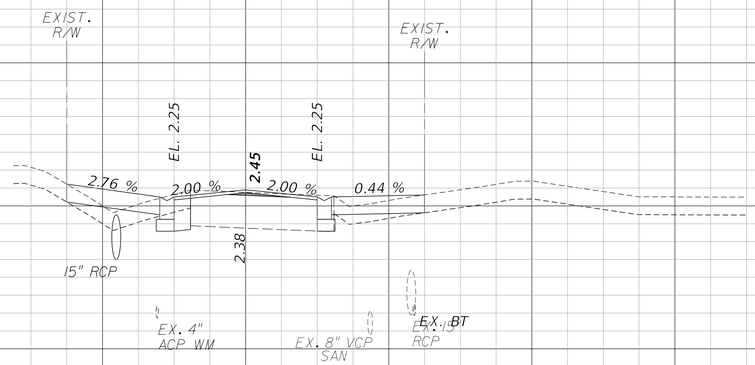
CITY OF FORT PIERCE
FRANCES AVENUE ROADWAY IMPROVEMENTS

FRANCES AVENUE CROSS SECTIONS

SHEET NO. 20

Regular Exc.		Embankment	
A	V	A	V





SCALE HOR: 1"=20'
VER: 1"=4'

120 100 80 60 40 20 0 20 40 60 80 100 120

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MICHAEL C. FORMAN, P.E.
P.E. LICENSE NUMBER 85367
445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF
FORT PIERCE
FRANCES AVENUE
ROADWAY IMPROVEMENTS

FRANCES AVENUE CROSS SECTIONS

SHEET NO.
21

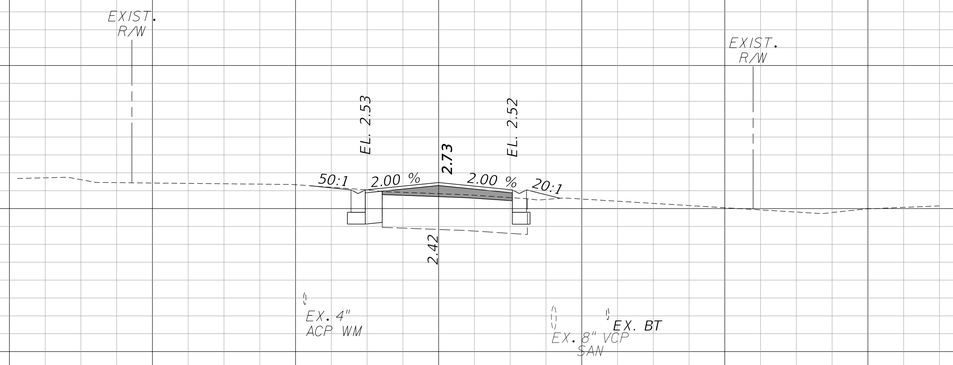
bradley.moll 4/11/2024 1:25:26 PM K:\VRB_Roadway\Frances Ave\CADD\RDWY\RDXSRD01.DGN

SUMMARY OF EARTHWORK

EXCAVATION: 216 CY

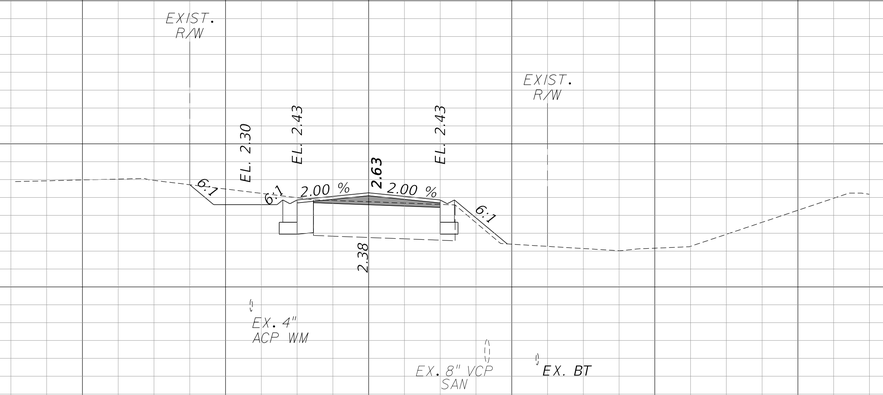
EMBANKMENT: 31 CY

Regular Exc.		Embankment	
A	V	A	V



106+00.00

END EARTHWORK



105+50.00

SCALE HOR: 1"=20'

VER: 1"=4'

120 100 80 60 40 20 0 20 40 60 80 100 120

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn

MICHAEL C. FORMAN, P.E.
P.E. LICENSE NUMBER 85367
445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

FRANCES AVENUE CROSS SECTIONS

SHEET NO. 22

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BEGIN FRANCES AVENUE SIGNING & MARKING
STA. 100+84.46

100

S 46° 53' 03" E

EXIST. R/W

S THUMB POINT DRIVE

FRANCES AVENUE

THUMB POINT DRIVE

STOP

EXIST. SIGN
TO BE RELOCATED

24" WHITE

EXIST. R/W

CONST. 50 LF OF 6"
DOUBLE YELLOW

101

10'

+01

10'

102

℄ CONST.

PC STA. 102+51.64

EXIST. R/W

CONC. DRIVEWAY

0 10 40
Feet

N

MATCHLINE 103+00.00

MATCHLINE 103+00.00

PT STA. 103+67.29

EXIST. R/W

CONST. 50 LF OF 6"
DOUBLE YELLOW

FERNANDINA
STREET

EXIST. R/W

104

℄ CONST.

105

106

10'

10'

+07

N 88° 58' 51" E

POT STA. 106+97.37

0 10 40
Feet

N

PI STA. 103+12.51

BRICK PAVER DRIVEWAY

EXIST. R/W

24" WHITE

END FRANCES AVENUE SIGNING & MARKING
STA. 106+22.34

EXIST. SIGN
TO REMAIN

STOP

FRANCES AVENUE

ST MICHAEL

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MICHAEL C. FORMAN, P.E.
P.E. LICENSE NUMBER 85367
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF
FORT PIERCE
FRANCES AVENUE
ROADWAY IMPROVEMENTS

SIGNING AND MARKING

SHEET NO.
23

bradley.moll 4/11/2024 1:25:30 PM K:\VRB_Roadway\Frances Ave\CADD\RDWY\PLANS_SIGNING\PLANSP01.dgn

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:** 2024-020
Pre-Bid Conference: 10:00AM, FRIDAY, April 19 , 2024	**Bid Title:** FRANCES AVENUE ROADWAY IMPROVEMENTS
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, THURSDAY, MAY 02, 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: Pav-Co Contracting, Inc. **Mailing Address:** 533 SE Central Parkway	*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:** William Carpino
Type of Entity (Select one): Corporation X Partnership _____ Proprietorship _____	**Title:** President
Incorporated in the State of: FL **Year:** 1986	**Delivery in** TBD **days, After Receipt Order**
Phone Number: 772-286-7385	**Payment Terms:** Net 30 Days
Fax Number: 772-286-7859	**FEIN or SS Number:** 59-2754935
E-Mail Address: Pavcocontracting@aol.com	**Local Business:** X Y ___N **MWBE:** ___Y X N
Bid Security is attached, when required, in the amount of $ 45,040.04 **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CITY OF FORT PIERCE 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 complete, 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_____

BID RESPONSE FORM
FRANCES AVENUE ROADWAY IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	56,028.53	56,028.53
2	MAINTENANCE OF TRAFFIC	LS	1	7,500.00	7,500.00
3	MATERIAL TESTING	LS	1	11,385.00	11,385.00
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	4,900.00	4,900.00
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	14,000.00	14,000.00
6	CLEARING, GRUBBING & DEMOLITION	LS	1	17,500.00	17,500.00
7	MAILBOX (REMOVE & RESET)	EA	8	250.00	2,000.00
8	REGULAR EXCAVATION	CY	216	32.50	7,020.00
9	REGULAR EMBANKMENT	CY	31	30.00	930.00
10	COQUINA CURB PAD (4" THICK)	SY	321	33.60	10,785.60
11	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1155	8.75	10,106.25
12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C) (1")	TN	73	240.00	17,520.00
13	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-9.5) (TRAFFIC C) (10.5")	TN	111	295.00	32,745.00
14	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138	192.00	26,496.00
15	DITCH BOTTOM INLET (TYPE C) (<10')	EA	5	5,382.00	26,910.00
16	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10")	EA	2	6,785.00	13,570.00
17	VALVE BOXES, ADJUST	EA	2	1,265.00	2,530.00
18	METER BOXES, ADJUST	EA	5	488.00	2,440.00
19	CONCRETE PIPE CULVERT (15" RCP)	LF	105	95.73	10,051.65
20	CONCRETE PIPE CULVERT (18" RCP)	LF	210	104.65	21,976.50
21	PIPE LINER (CURED IN PLACE) (15")	LF	134	310.00	41,540.00
22	VALLEY GUTTER – CONCRETE	LF	1129	26.00	29,354.00

23	DRIVEWAY APRON CONCRETE, 6" THICK	SY	201	99.35	19,969.35
24	DRIVEWAY APRON BRICK PAVERS	SY	22	275.00	6,050.00
25	PERFORMANCE TURF (SOD) (FLORATAM)	SY	1404	6.00	8,424.00
26	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	24	7.00	168.00
27	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	1.27	254.00
28	PVC WATERMAIN (4") (F&I)	LF	42	78.00	3,276.00
29	WATER METER/SERVICE (ADJUST)	LF	10	402.50	4,025.00

Total Site Improvement Bid:	$409,454.88
Add 10% Construction Contingency for potential field change orders:	$ 40,945.49
TOTAL FINAL BID:	$450,400.37

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)
Pav-Co Contracting, Inc.

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.)
533 SE Central Parkway

Requester's name and address (optional)

City, state, and ZIP code
Stuart, FL. 34994

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
59 : 2754935

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 ▶ 4/9/2024

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,

April 10, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 1

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

1. **QUESTION:** Can a FDOT pre-qualified contractor bid on this project?

   ANSWER: Yes. A State of Florida General Contractor's License is required.

2. **QUESTION:** What is the estimated budget range for this project?

   ANSWER: The estimated budget for this project is $300,000.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: William Carpino
Typed or Printed

Company Name: Pav-Co Contracting, Inc.

Address: 533 SE Central Parkway Stuart, FL. 34994

Date: 4/10/2024

/lh

April 12, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

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:** Project plans pages 22 through 26 are blank. Is this Correct?

   ANSWER: Yes. Attached are the revised bid plans with blank pages removed.

2. **QUESTION:** Is all the work under this contract to be completed by subcontractors only or just the scopes listed under List of Major Subcontractors?

   ANSWER: Item should read that 40% of Work must be done by the General Contractor's entity.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: William Carpino
Typed or Printed

Company Name: Pav-Co Contracting, Inc.

Address: 533 SE Central Parkway Stuart, FL. 34994

Date: 4/12/2024

/lh

April 22, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 3

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

1. **QUESTION:** Bid Item 13 – Superpave Asphaltic Concrete (Type B-9.5) (Traffic C) (10.5") – Please clarify the 10.5" depth, does this mean 9" of base rock and 1-1/2" of asphalt or is it as it reads, 10.5" of asphalt?

   ANSWER: As it reads.

2. **QUESTION:** Is item 13 intended for all the required trench restoration for the indicated cross drains and the revised edge of pavement?

   ANSWER: All areas are called out on the construction plans.

3. **QUESTION:** Sheet 5 of the plans shows 138 tons of SP-12.5 overbuild (pay item 334-1-13C) but this pay item is not on the bid form. Will this pay item be added to the bid form?

   ANSWER: The bid form has been revised. Please see attached.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: William Carpino
Typed or Printed

Company Name: Pav-Co Contracting, Inc.

Address: 533 SE Central Parkway Stuart, FL. 34994

Date: 4/22/24

/lh

April 24, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 4

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

1. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

   ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

2. **QUESTION:** What is the City's charge for a ROW permit?

   ANSWER: **There is no charge currently for a ROW permit.**

3. **QUESTION:** There is no line item for drainage removal. Where would the City prefer this item to be accounted for on the bid form?

   ANSWER: **This should be accounted for in the Clearing, Grubbing and Demolition line item. The bid form has been revised for further clarification.**

4. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

   ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

5. **QUESTION:** Regarding the Frances Avenue Roadway Improvements project, I see that the list of insurance requirements includes the following: Workers; Compensation/Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Pollution Legal Liability, Property/Builder's Risk Insurance. Therefore, my question would be do you require the bidder to submit a copy of All of these insurance at the time of the bid? Or is the contractor to supply a copy of these after the notice of award?

ANSWER: **The insurance requirement that is needed during the bid submission is simply a proof of insurance by including a copy of your current certificate of Insurance. However, once the contractor is awarded the bid, they must have all the required insurance requirements in order to proceed with the award process.**

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

Signature: _____
Manual

Signature: William Carpino
Typed or Printed

Company Name: Pav-Co Contracting, Inc.

Address: 533 SE Central Parkway Stuart, FL. 34994

_____

Date: 4/24/2024

/lh

BID FORMS

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

FRANCES AVENUE ROADWAY IMPROVEMENTS

NAME OF BIDDER: Pav-Co Contracting, Inc.

MAILING ADDRESS: 533 SE Central Parkway

STREET ADDRESS: Stuart, FL. 34994 (Zip Code)

PHONE NUMBER: 772-286-7385

To the: City of Fort Pierce

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

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

No. 1	Dated 4/10/24	No. 4	Dated 4/24/24
No. 2	Dated 4/12/24	No.	Dated
No. 3	Dated 4/22/24	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
Concrete	Mosley and Son Construction	1400 SE Monterey Rd, Stuart, FL 34994
Striping and Signage	Treasure Coast Striping and Maintenance	PO Box 880034 Port St. Lucie, FL. 34988
Underground Utilties/ Drainage	R.K Contractors Inc.	1720 Copenhaver Road Fort Pierce, FL 34945
Brick Pavers	Hardscapes	5009 Lace Ave. Fort Pierce, FL. 34982

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 Bidder's 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: Pav-Co Contracting, Inc.
(Type or Print)

By: _____

Name: William Carpino

Title: President

Dated: May 2, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: William Carpino

Title: President

Witnesses: _____
(Signature)

(If partnership
Or individual) _____
(Signature)

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

Florida, CGC1532201, August 31, 2024 General Contractor

END OF SECTION

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Pav-Co Contracting, Inc. _____, as Principal, and United States Fire Insurance Company _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of Bid Amount _____ Dollars ($ 10% of bid Amount), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated May 2 2024, for the FRANCES AVENUE ROADWAY IMPROVEMENTS _____

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 2 day of May, 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

Pav-Co Contracting, Inc.

By: _____
(Signature)

Name: William Carpino

Title: President

ATTEST (if corporation)

By: _____
(Signature)

Name: Gregory Carpino

Title: Vice President

(Corporate Seal)

SURETY

United States Fire Insurance Company

By: _____
(Signature)

Name: Robert Barra

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 United States Fire Insurance Company

Mailing Address 305 Madison Avenue, Morristown, NJ 07962

Street Address 305 Madison Avenue, Morristown, NJ 07962

Name and Mailing and Street 305 Madison Avenue, Morristown, NJ 07962

Address of Agent or 8575 NW 52 Place, Coral Springs, FL 33067

Representative in Florida 8575 NW 52 Place, Coral Springs, FL 33067

(if different than above) _____

_____

_____

_____

Telephone Number of Surety 973-326-7345

and Agent or Representative _____

in Florida 954-255-9855

END OF SECTION

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: Frances Avenue Roadway Improvements

I, the undersigned, Robert Barra
(Name of Attorney) IN Fact

the duly authorized and acting legal representative of United States Fire Insurance Company

(Owner), do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Robert Barra Attorney In Fact

5-2-24
Date

END OF SECTION

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00975

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Robert Barra

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Ten Million Dollars ($10,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50126833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2 day of May 2024

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

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. Pav-Co Contracting, Inc.

2. Permanent Main Office address. 533 SE Central Parkway Stuart, FL. 34994

3. When organized? December 1986

4. If a corporation, where incorporated? December 1986

5. How many years have you been engaged in construction under this present firm or trade name? 37 Years

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) See attached WOH

7. General character of work performed by you. 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 reference sheet.
11. List your major equipment available for this contract. Please see the attached equipment list
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.) We have perfomed many Roadway Improvement projects for the City of Ft Pierce such as 13th St Roadway Improvements/ N 17th St- Ave D to Orange Ave/ N 8th Street Roadway Impr
13. Background and experience of the principal members of your company, including the officers. Please see attached owner resumes.

14. Give bank reference. Please see attached letter.

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 Financial Statement

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 10:00AM this 2nd day of MAY, 2024.

Contractor:

Pav-Co Contracting, Inc.

By

William Carpino- President

(Name & Title)

County of MARTIN
State of FLORIDA

William Carpino, being duly sworn, deposes and says that he is President of Pav-Co Contracting, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 2nd day of MAY, 2024.

Brittany Kiernan
Notary Public

My Commission Expires:

Feb. 26, 2027 (Seal)

BRITTANY KIERNAN
Notary Public - State of Florida
Commission # HH 358004
My Comm. Expires Feb 26, 2027
Bonded through National Notary Assn.

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Martin

William Carpino, being first duly sworn, deposes and says:

That he/she is the President of Pav-Co Contracting, 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.

Pav-Co Contracting, Inc.
(Firm Name)

By: _____

Title: President

Subscribed and sworn to before me this 2nd
day of MAY, 2024

Brittany Kiernan
Notary Public

My Commission expires: (Seal)
Feb. 26, 2027

BRITTANY KIERNAN
Notary Public - State of Florida
Commission # HH 358004
My Comm. Expires Feb 26, 2027
Bonded through National Notary Assn.

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. 2024-020 for **Frances Avenue Roadway Improvements**

2. This sworn statement is submitted by Pav-Co Contracting, Inc.
_____(name of entity submitting sworn statement)
whose business address is 533 SE Central Parkway Stuart, FL. 34994
_____
and (if applicable) its Federal Employer Identification Number (FEIN) is_____
59-2754935 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

3. My name is William Carpino 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.)

BID FORMS

Signature: _____

Date: May 2, 2024

STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

William Carano who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 2nd day of MAY, 2024.

Brittany Kiernan

NOTARY PUBLIC SEAL:

BRITTANY KIERNAN
Notary Public - State of Florida
Commission # HH 358004
My Comm. Expires Feb 26, 2027
Bonded through National Notary Assn.

My commission expires: Feb. 26, 2027

END OF SECTION

BID FORMS

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE: May 2 , 2024

Official Address
(Including Zip Code):

533 SE Central Parkway

Stuart. FL. 34994

By: _____

President
(Title)

END OF SECTION

BID FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-020

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 thousand seven hundred seventy five _____ Dollars
(Written)

$1,775.00
(Figures)

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

Certified: Pav-Co Contracting, Inc.
(Company-Contractor)

By: _____
(President's Signature)

William Carpino- President
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in MARTIN County, Florida on the 2nd day of MAY, 2024.

Notary Public: Brittany Kiernan (affix seal) My Commission Expires: Feb 26, 2027

BRITTANY KIERNAN
Notary Public - State of Florida
Commission # HH 358004
My Comm. Expires Feb 26, 2027
Bonded through National Notary Assn.

END OF SECTION

BID FORMS

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Pav-Co Contracting, 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

May 2, 2024
Date

END OF SECTION

EXHIBIT "E"
SECTION 017

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-020

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Pav-Co Contracting, Inc.

Corporate Title: President

Address: 533 SE Central Parkway

Stuart, FL. 34994
(Zip Code)

By: William Carpino President
(Print name) (Print title)

(Authorized Signature)

Telephone: (772) 286-7385

Fax: (772) 286-7859

State License # CGC1532201 **(ATTACH COPY)**

County License # 034074 **(ATTACH COPY)**

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

Type of License: General Contractor (Certified)

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Crane Creek POA	Multiple Drainage Improvements	Willaim Orazi	772-370-5871
C/O Advantage Property Management	projects- most recently		
1111 SE Federal Highway Suite 100	completed 3/2024		
Stuart, FL. 34994			
City of Fort Pierce	N 8th Street Roadway Improvements	Ventia Barnes	772-467-3783
100 North US 1	Completed 01/2023		
Ft. Pierce, FL. 34950			
City of Port St Lucie	Traffic Calming at Various	David Epperson	772-344-4319
121 SW Port St Lucie Blvd.	Locations- Completed 12/2023		
Port St Lucie, FL. 34984			

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **FRANCES AVENUE ROADWAY IMPROVEMENTS**

Bid No.: 2024-020

Project Description: **Roadway improvements to include drainage improvements, water main installation, utility adjustments and roadway restoration.**

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: Pav-Co Contracting, Inc.

Authorized Signature:

Title: President

Date: May 2, 2024

END OF SECTION

MARTIN COUNTY BUSINESS TAX RECEIPT

2023 / 2024

EXPIRES: September 30, 2024

Account #: 19872750362

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 3341 SE SLATER ST
Business Phone: (561)286-7385
NAICS Code: 235930
State License:
Business Description:
PUBLIC SERVICE (HAULING & GRADING)

Business Name PAV-CO CONTRACTING INC
Business DBA
Owner Name CARPINO, WILLIAM OWNER

PAV-CO
533 SE CENTRAL PARKWAY
STUART, FL 34994

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 **07/11/2023**
Receipt Number
BTR-22-00229763

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.

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

CARPINO, WILLIAM ROBERT III

PAV-CO CONTRACTING, INC.
533 SE CENTRAL PARKWAY
STUART FL 34994

LICENSE NUMBER: CGC1532201

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.

County Certification Number: 034074

WILLIAM CARPINA III
533 SE CENTRAL PARKWAY
STUART, FL 34994

Planning & Development Services
Building & Code Regulation Division
2300 Virginia Ave
Ft Pierce, FL 34982
Phone: (772) 462-1672 Fax: (772) 462-1148
http://www.stlucieco.org/planning/contract_licen.htm

Class Code: General

License Type: Contractor

This Competency Card, issued by the St. Lucie County Contractor Certification Division, authorizes work for the Class Code stated, for the unincorporated areas of St. Lucie County. It does not authorize work for the City of Ft. Pierce, St. Lucie Village or the City of Port St. Lucie. It is the Contractor's responsibility to maintain this card in a current status by providing a Certificate of Insurance, current address and telephone information, and renewing this card annually as required.

Expiration Date: 8/31/2024

Stacy Iovieno

Wallet Contractor ID Card

Cut to fit, then fold in half

IDENTIFICATION CARD

County Certification Number 034074
Class Code: General

This is to certify that WILLIAM CARPINA III, has been issued a County Certificate in St. Lucie County, beginning on 9/6/2023 and ending on 8/31/2024, unless license is revoked.

Contractor Licensing:	**(772) 462-1672**
Contractor Fax Line:	**772-462-1148**
Automated Inspection Line:	**(866) 284-1280**
Inspection Line:	**(772) 462-2172**

Stacy Iovieno

Authorized Licensing Official

City of Fort Pierce, Florida
100 N. US Highway 1
Fort Pierce, FL 34950
(772) 467-3065

Amount Paid: $25.00 Issued: October 27, 2023

Comp Card Expires: September 30, 2024
State License Expires: CGC1532201 08/31/24
Worker's Comp Expires: RT23MWC70000455 07/30/24
Liability Ins. Expires: 72525477 12/02/23

City of Fort Pierce, Florida
Certificate of Competency

GENERAL CONTRACTOR (CERTIFIED)
Control #0051140 License # 24-00034179

PAV-CO CONTRACTING, INC.
CARPINO, WILLIAM RIII
533 SE CENTRAL PARKWAY
STUART FL 34994

PAV-CO CONTRACTING, INC.
533 SE CENTRAL PARKWAY

STUART FL 34994

Bob Barra Bonds, Inc. **Work on Hand Report**

Contractor Pav-Co Contracting, Inc. **Status as of (date)** 4/9/2024

1 Job Description	2 Owner	3 Contract Price	4 Estimated cost	5 Total billed to date	6 Total Costs (direct) to date	7 Total Revised estimated cost to complete	8 Completion Date
Site Work	Wright- Fish LLC	$440,275.00	$316,998.00	$289,991.15	$125,344.00	$316,998.00	
Site Work	HPI Self Storage Port St Lucie L	$529,740.60	$434,387.29	$371,677.45	$249,722.86	$434,387.29	6/2024
Site Work	Dave & Busters	$509,098.30	$422,551.59	$378,765.33	$261,463.70	$422,551.59	7/2024
Site Work	Grind Hard Holdings	$1,081,979.00	$727,619.72	$286,792.10	$127,854.17	$727,619.72	8/2024
Site Work	City of Port St Lucie	$276,329.30	$116,058.31	$113,141.98	$78,749.21	$116,058.31	4/2024
Site Work	U-Haul Co. of Florida	$643,476.60	$534,085.58	$487,721.85	$382,196.76	$534,085.58	6/2024
Site Work	Kiwi Carwash	$252,356.00	$158,984.28	$149,263.50	$33,452.27	$158,984.28	7/2024
Site Work	Oodles Land LLC	$226,846.50	$163,329.48	$213,697.75	$109,948.62	$163,329.48	4/2024
TOTALS							

CONTRACTS COMPLETED SINCE LAST CLOSING STATEMENT OR LAST REPORT

JOB DESCRIPTION	OWNER	FINAL CONTRACT PRICE	TOTAL COST	GROSS PROFIT/LOSS

SINGED BKiernan TITLE Office Manager DATE 4/9/24

NAME TYPED Brittany Kiernan

PAV-CO
CONTRACTING, INC.

533 SE Central Parkway
Stuart, FL. 34994
Phone (772)286-7385 Fax (772)286-7859
Pavcocontracting@aol.com

Recently Completed Projects:

1) Project: Multiple Drainage Improvements
   Owner: Crane Creek POA Attn: Bill Orazi 772-370-5871
   Contract Total: $334,547.36
   Completed 03/2024

2) Project: N 8th Street Roadway Improvements
   Owner: City of Ft Pierce Attn: Venetia Barnes 772-467-3783
   Contract Total: $416,733.76
   Completed: 01/2023

3) Project: Traffic Calming at Various Locations
   Owner: City of Port St. Lucie Attn: David Epperson
   Contract Total: $479,550.43
   Completed: 12/2023

4) Project: Bon Aire Desire
   Owner: Bon Aire Beach Development Attn: Eric MacLeod 772.546.7773
   Contract Total: $1,097,916.58
   Completed 10/2023

Item number	Description	ID/Serial number	Manufacturer	Model	Model year	Amount of Insurance
1	CHAMPION MOTOR GRADER	2707563	CHAMPION MOTOR GRADER	CHAMPION MOTOR GRADE	2007	$30,000.00
2	CASE TRACTOR LOADER	JJG0287914	CASE TRACTOR LOADER	CASE TRACTOR LOADER	2002	$12,000.00
3	LEEBOY ROLLER MDL 420P	420120B	LEEBOY ROLLER MDL 420P	LEEBOY ROLLER MDL 42	2001	$6,400.00
4	CASE HYDRAULIC EXCAVATOR	DAC251243	CASE HYDRAULIC EXCAVATOR	CASE HYDRAULIC EXCAV		$12,000.00
5	BOMAG SOIL MIXER	85783	BOMAG SOIL MIXER	BOMAG SOIL MIXER	1988	$12,000.00
6	VOLVO BUCKET LOADER	L70H622010	VOLVO BUCKET LOADER	VOLVO BUCKET LOADER	2015	$75,000.00
7	KUBOTA TRACTOR W/SMITH	10437	KUBOTA TRACTOR W/SMITH	KUBOTA TRACTOR W/SMI	2016	$26,234.00
8	CATERPILLAR 12HP	CBK00987	CATERPILLAR 12HP	CATERPILLAR 12HP	2006	$75,000.00
9	CASE HYDRAULIC EXCAVATOR	DCH080R6NFE6B1475	CASE HYDRAULIC EXCAVATOR	CASE HYDRAULIC EXCAV	2016	$40,000.00
10	VOLVO SINGLE DRUM	VCE00870K0S226658	VOLVO SINGLE DRUM	VOLVO SINGLE DRUM	2012	$25,000.00
11	VOLVO WHEEL LOADER	VCEOL7OFP00026411	VOLVO WHEEL LOADER	VOLVO WHEEL LOADER	2011	$82,429.00
12	SWITCHBACK UTV CREW	1MHLD42B7JF861599	SWITCHBACK UTV CREW	SWITCHBACK UTV CREW	2019	$5,000.00
13	CAT SKID STEER LOADER	TAW06627	CAT SKID STEER LOADER	CAT SKID STEER LOADE	2017	$38,438.00
14	WEILER ASPHALT PAVER	P385B-2706	WEILER ASPHALT PAVER	WEILER ASPHALT PAVER	2019	$161,133.00
15	AMMANN ROLLER	5922071	AMMANN ROLLER	AMMANN ROLLER	2020	$48,467.00
16	CAT CRAWLER DOZER	KY200670	CAT CRAWLER DOZER	CAT CRAWLER DOZER	2016	$78,937.00
17	BOMAG VIBRATORY	101586031174	BOMAG VIBRATORY	BOMAG VIBRATORY	2015	$32,192.00
18	DOOSAN WHEEL LOADER	DHKCWLBSS15050228	DOOSAN WHEEL LOADER	DOOSAN WHEEL LOADER	2020	$171,989.00
19	DOOSAN COMPACT EXCAVATOR	CBM-05K11022	DOOSAN COMPACT EXCAVATOR	DOOSAN COMPACT EXCAV	2020	$30,000.00
20	LEEBOY TACK DISTRIBUTOR	300-319854	LEEBOY TACK DISTRIBUTOR	LEEBOY TACK DISTRIBU	2021	$19,000.00
21	WACKER RD 12A-90 ROLLER	WNCRD12ACPUM04438	WACKER RD 12A-90 ROLLER	WACKER RD 12A-90 ROL	2021	$18,600.00
22	CAT 299D3XE	BX906839	CAT 299D3XE	CAT 299D3XE	2023	$133,763.00
23	CAT COLD PLANER		CAT COLD PLANER	CAT COLD PLANER	2023	$25,812.00
24	CAN-AM	3JBUUAX42RK013667	CAN-AM	CAN-AM	2024	$37,359.00

390 SW Harbor St.
Stuart, FL. 34997
772-260-7481

GREGORY KIETH CARPINO

PROFESSIONAL PROFILE

My experience in the paving industry began in 1986 when William R Carpino SR opened Pav-Co Contracting, Inc. Throughout high school I worked as a laborer and machine operator. After graduated high school, I began working for Pav-Co Contracting full time as a field superintendent. I was in charge for overseeing every project and making sure that the project got done in the scheduled time and budget. I have been associated with the paving industry for over 30 years.

PROFESSIONAL ACCOMPLISHMENTS

My partner and I are responsible for a 500% annual revenue expansion in our first 10 years in business. We expanded our services from asphalt paving to include excavation, clearing, storm drain installation and asphalt milling. Over our 25 years leading Pav- Co Contracting we have supported many civic cases such as sponsoring local school classes and events, donating to charities and helping the underprivileged.

WORK HISTORY

LABORER, PAV-CO CONTRACTING, INC., STUART, FL.

1986-1996

VICE- PRESIDENT, PAV-CO CONTRACTING, INC., STUART, FL.

1997- Present

EDUCATION

HIGH SCHOOL DIPLOMA, MARTIN COUNTY HIGH SCHOOL, STUART, FL. 1994

REFERENCES

References are available upon request.

1104 NW Spruce Ridge Drive
Stuart, FL. 34994
772-634-4240
Williamcarpino@aol.com

WILLIAM ROBERT CARPINO

PROFESSIONAL PROFILE

My experience in the paving industry began in 1986 when William R Carpino SR opened Pav-Co Contracting, Inc. Throughout high school and college I worked as a laborer and machine operator. After graduation of Florida State University in 1993 I expanded my role at Pav-Co to include estimating, payroll, marketing, and general business administration. I have been a licensed paving contractor since 1996. I have been associated with the paving industry for over 30 years.

PROFESSIONAL ACCOMPLISHMENTS

My partner and I are responsible for a 500% annual revenue expansion in our first 10 years in business. We expanded our services from asphalt paving to include excavation, clearing, storm drain installation and asphalt milling. Over our 25 years leading Pav- Co Contracting we have supported many civic cases such as sponsoring local school classes and events, donating to charities and helping the underprivileged.

WORK HISTORY

LABORER, PAV-CO CONTRACTING, INC., STUART, FL.

1986-1996

PRESIDENT, PAV-CO CONTRACTING, INC., STUART, FL.

1997- Present

EDUCATION

BACHELOR OF SCIENCE IN POLITICAL SCIENCE, FLORIDA STATE UNIVERSITY, TALLAHASSEE, FL., 1993

REFERENCES

References are available upon request.

SeacoastBank

April 9, 2024

RE: Pav-Co Contracting, Inc.

To Whom It May Concern:

Pav-Co Contracting, Inc. is a current customer of Seacoast Bank.
They have deposit and loan accounts.
Deposit balances are in the high six figure range.

All accounts are in good standing and have been handled in a satisfactory manner.

If you require additional information, please do not hesitate to contact me on my direct line.
772-403-0466

Best Regards,

Leslie C. Warren

Leslie C. Warren
Vice President
Business Banking

PAV-CO CONTRACTING, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2023 and 2022

Eric H. Berkowitz, PA
Certified Public Accountant
Stuart, Florida

PAV-CO CONTRACTING, INC.
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Eric H Berkowitz, P.A.
Certified Public Accountant

To: The Board of Directors
Pav-Co Contracting, Inc.
Stuart, Florida

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

We have reviewed the accompanying financial statements of Pav-Co Contracting, Inc. (an S corporation), which comprise the balance sheet as of December 31, 2023, and 2022, and the related statements of income and retained earnings and cash flows for the years 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 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.

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.

We are required to be independent of Pav-Co Contracting, Inc and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

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 accompanying supplementary information included in Schedules I-IV 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.

Eric H. Berkowitz, P.A.

Eric H. Berkowitz, PA
Stuart, FL
March 25, 2024

628 SE CENTRAL PARKWAY • Stuart, FL 34994 • 772-283-7404 • Fax 772-463-8467

PAV-CO CONTRACTING, INC.

Balance Sheets
as of December 31, 2023 and 2022

	2023	2022
ASSETS:		
Current assets		
Cash and cash equivalents	$ 12,807	$ 225,024
Contracts receivable	1,395,358	1,160,829
Security deposits	1,500	1,500
Costs and estimated earnings in excess of billings on uncompleted contracts	169,874	115,669
Total current assets	**1,579,539**	**1,503,022**
Fixed assets		
Machinery & equipment	1,442,375	1,270,963
Vehicles	634,662	634,662
Furniture & fixtures	954	954
Software	21,595	21,595
Leasehold improvements	7,440	7,440
Total fixed assets	2,107,026	1,935,614
Less: accumulated depreciation	(1,244,262)	(1,116,748)
Net fixed assets	**862,764**	**818,865**
Total assets	**$ 2,442,303**	**$ 2,321,887**

See accompanying notes and independent accountant's review report.
(continued)

PAV-CO CONTRACTING, INC.

Balance Sheets (continued)
as of December 31, 2023 and 2022

	2023	2022
LIABILITIES AND STOCKHOLDERS' EQUITY:		
Current liabilities		
Trade accounts payable	$ 428,924	$ 166,131
Billings in excess of cost and estimated earnings on uncompleted contracts	409,878	248,346
Accrued expenses	9,660	11,191
401K payable	165	-
Notes payable - current portion	71,027	127,889
Total current liabilities	**919,654**	**553,557**
Non-current liabilities		
Notes payable	102,006	61,478
Total non-current liabilities	**102,006**	**61,478**
Total liabilities	**1,021,660**	**615,035**
Stockholders' Equity		
Common stock, 1,000 authorized and issued, $1 par value	1,000	1,000
Paid-in-capital	175,000	175,000
Retained earnings	1,244,643	1,530,852
Total stockholders' equity	**1,420,643**	**1,706,852**
Total liabilities and stockholders' equity	**$ 2,442,303**	**$ 2,321,887**

See accompanying notes and independent accountant's review report.

PAV-CO CONTRACTING, INC.

Statements of Income

as of December 31, 2023 and 2022

	2023	2022
Income from operations		
Construction revenues earned	$ 5,057,516	$ 4,467,797
Cost of construction revenues earned	3,862,388	$ 3,507,956
Gross profit	1,195,128	959,841
Selling, general and administrative	827,149	795,792
Total profit (loss) from operations	**367,979**	**164,049**
Other income and expenses		
Interest income	-	-
Interest expense	(7,087)	(12,975)
Gain/Loss Scrapped Assets	22,900	16,764
Misc Grant Income	-	-
Total other income and expenses	15,813	4,921
Net profit (loss)	**$ 383,791**	**$ 168,970**

See accompanying notes and independent accountant's review report.

PAV-CO CONTRACTING, INC.

Statements of Changes in Retained Earnings
as of December 31, 2023 and 2022

	2023	2022
Retained earnings, beginning of year	**$ 1,530,852**	**$ 1,911,882**
Net profit (loss)	383,791	168,970
Distributions	(670,000)	(550,000)
Retained earnings, end of year	**$ 1,244,643**	**$ 1,530,852**

See accompanying notes and independent accountant's review report.

PAV-CO CONTRACTING, INC.

Statements of Cash Flows
as of December 31, 2023 and 2022

	2023	2022
Cash flows provided by (used in) operating activities:		
Cash received from customers	$ 5,292,045	$ 4,386,194
Cash paid to suppliers and employees	(4,567,031)	(3,662,637)
Miscellaneous Income	-	1,132
Asset Sale Proceed	(22,900)	
Interest expense	(7,087)	(12,975)
Net cash provided by (used in) operating activities	695,027	711,714
Cash flows provided by (used in) investing activities:		
Purchase of equipment	(229,743)	(109,434)
Disposal of equipment	58,330	72,550
Proceeds from Sale of Equipment	22,900	37,653
Net cash provided by (used in) investing activities	(148,513)	769
Cash flows provided by (used in) financing activities:		
Distributions	(670,000)	(550,000)
Proceeds from Borrowings	118,482	-
Payback of Borrowings	(207,213)	(225,561)
Net cash provided by (used in) financing activities	(758,731)	(775,562)
Net increase (decrease) in cash and cash equivalents	(212,217)	(63,079)
Cash and cash equivalents, beginning of year	225,024	288,103
Cash and cash equivalents, end of year	**$ 12,807**	**$ 225,024**

See accompanying notes and independent accountant's review report.
(Continued on next page)

PAV-CO CONTRACTING, INC.

Statement of Cash Flows (continued)
as of December 31, 2023 and 2022

	2023	2022
Reconciliation of net profit to net cash provided by (used in) operating activities:		
Net profit (loss)	$ 383,792	$ 168,970
Adjustments to reconcile net profit to net cash provided by operating activities:		
Depreciation	183,745	209,920
Change in assets and liabilities:		
Prepaid Expenses	-	-
Security Deposits		
Receivables	(234,529)	81,603
Costs and estimated earnings in excess of billings on uncompleted contracts	(54,205)	42,346
Accounts payable	262,793	36,383
Accrued expenses	(1,531)	2,051
Notes payable	16,333	(59,430)
Loss (Gain) Sale of Fixed Assets	(22,900)	(16,764)
Billings in excess of costs and estimated earnings on uncompleted contracts	161,532	246,636
Net cash provided by (used in) operating activities	**$ 695,027**	**$ 711,714**

Supplemental Disclosures Required

Cash Paid - Interest Expense	$ 7,087	$ 12,975

See accompanying notes and independent accountant's review report.

NOTE 1: NATURE OF ORGANIZATION

Pav-Co Contracting, Inc. (the "Company") was organized on December 5, 1986 under the laws of the State of Florida as for-profit corporation. The Company operates as a contractor and subcontractor, mainly in South Florida, but is licensed to work throughout the State of Florida. The Company's construction work is performed under fixed-price contracts modified by incentive and penalty provisions on a time and material basis.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Operating Cycle

The length of the contracts varies but is typically between several months to two years. In accordance with normal practice in the construction industry, the Company includes asset and liability accounts relating to construction contracts in current assets and liabilities even when such amounts are realizable or payable over a period in excess of one year.

Revenue and Cost recognition

Revenues from construction contracts are recognized on the percentage-of-completion method, measured by the percentage of material, labor, and direct overhead cost incurred to date to estimated total material, labor, and direct overhead cost for each contract. This method is used because management considers expended material, labor, and direct overhead cost to be the best available measure of progress on these contracts.

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. 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 and will be recognized in the period in which the revisions are determined.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts", represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts", represents billings in excess of revenues recognized.

Advertising

The Company expenses advertising costs as they are incurred. Advertising expenses for the years ended December 31, 2023 and 2022 were $ 2,923 and $ 3,315 respectively.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

For purposes of the balance sheet and statement of cash flows, the Company considers demand deposits with banks, certificates of deposit, money market funds, and all highly liquid investments purchased with an initial maturity of three months or less to be cash equivalents.

Concentration of Credit Risk

The Company maintains accounts at financial institutions in Martin County. The accounts are insured by the Federal Deposit Insurance Corporation up to $ 250,000. The Company occasionally maintains deposits in excess of federally insured limits. As of December 31, 2023, the Company had no deposits over the insured limit.

The Company operates in the commercial construction industry in South Florida and, therefore, is highly dependent on the status of the economy and interest rates.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates inherent in these financial statements include estimates related to long-term construction contracts (including estimated gross profit and the percentage-of-completion) and valuations of accounts receivable. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The carrying amount of the Company's financial instruments, including cash, cash equivalents, accounts receivable, and accounts payable approximate fair value due to their short-term nature. The carrying amounts of the Company's notes receivable, investments, and indebtedness approximate fair value due to their short-term nature.

Contract Receivables

The Company's customers are billed pursuant to their contracts, based on stages of completion. Contract receivables are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

At December 31, 2023 and 2022 contracts receivable consisted of the following:

	2023	2022
Currently Due	$ 1,259,885	$ 1,074,278
Retainages	135,473	86,551
Total Contracts Receivable	$ 1,395,358	$ 1,160,829

Property and Construction Equipment

Property and construction equipment are stated at cost, net of accumulated depreciation. The cost of fixed assets is depreciated over the estimated service lives of the related assets. Depreciation is computed on the straight-line basis for assets for financial reporting purposes over estimated lives ranging from five to ten years.

Expenditures for repairs and maintenance are charged to expense when incurred. Expenditures for major renewals and betterments, which extend the useful lives of the existing equipment, are capitalized and depreciated. Upon retirement or disposition of property and equipment, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized in the statement of income. The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Long-lived assets, which are considered held and used, would be impaired if its carry value exceeds the undiscounted future net cash flows related to the asset. The impairment would be measured by the extent the fair value of the asset does not exceed carrying value. No impairment occurred in 2023 and 2022.

Depreciation expense for the years ended December 31, 2023 and 2022 was $ 183,745 and $ 209,920 respectively.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Company uses the percentage-of-completion method of reporting revenue from long-term construction contracts for financial reporting purposes and uses the completed contract method of reporting revenue for tax purposes. Non long-term contracts are reported on the accrual method for financial reporting purposes and completed contract method for tax purposes.

The Company has been approved under the Internal Revenue Code to be taxed as an S-corporation. In lieu of corporate income taxes, the stockholders of an S-corporation are taxed on their proportionate share of the corporation's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. The Company's practice is to pay distributions which will assist the stockholder in meeting tax payments on The Company's activity.

As of December 31, 2023, the company is not aware of any uncertain tax positions that they are obligated to disclose in accordance with FASB ASC 740, Income Taxes. Additionally, there were no returns open to review or under review by taxing authorities in excess of the annual statutory period which is typically three years. Management follows a conservative approach of research and of open disclosure regarding their tax status and positions held.

NOTE 3: COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs and estimated earnings on uncompleted contracts as of December 31, 2023 and 2022 are as follows:

	2023	2022
Costs Incurred	$ 1,111,155	$ 1,294,006
Estimated earnings	400,456	896,399
	1,511,611	2,190,405
Billed as of December 31	(1,751,614)	(2,323,081)
Net under/(over) billed	$ (240,003)	$ (132,676)
Costs and estimated earnings in excess of billings	$ 169,874	$ 115,669
Billings in excess of costs and estimated earnings	(409,878)	(248,346)
Net under/(over) billed	$ (240,003)	$ (132,676)

NOTE 4: NOTES PAYABLE

The Company's long-term debt consists of notes on vehicles and equipment. Total interest paid on these notes December 31, 2023 and 2022 was $ 7,087 and $ 12,975 respectively. At December 31, 2023 notes payable consisted of the following:

Lender	Original Principal Borrowed	Term	Interest Rate
Wells Fargo	48,467	48 mo.	3.61%
Signature Finance	284,707	36 mo.	3.85%
Signature Finance	46,559	48 mo.	4.59%
CAT Financial	118,482	60 mo.	4.64%

Principal payments due in the next five years are as follows:

2024	71,027
2025	35,415
2026	24,013
2027	25,152
2028	17,427
Total	$ 173,034

NOTE 5: STOCKHOLDER LOANS

The shareholders do not have any loans from the company for the year ended December 31, 2023.

NOTE 6: PRE-PAID EXPENSES

The Company has no pre-paid expenses for the year ended December 31, 2023.

NOTE 7: BACKLOG (compiled and unaudited)

The contract backlog activity for the year ended December 31, 2023 and 2022 is illustrated below:

	2023	2022
Balance at January 1	$ 1,568,035	$ 2,276,356
New contracts during the year	7,236,528	3,759,476
Less: contract revenue earned	(5,057,516)	(4,467,797)
Balance at December 31	$ 3,747,047	$ 1,568,035

NOTE 8: TRADE ACCOUNTS PAYABLE

Trade accounts payable at December 31, 2023 and 2022 were as follows:

	2023	2022
Currently Payable	$ 428,924	$ 166,131
Retainages	-	-
Total Trade Accounts Payable	$ 428,924	$ 166,131

NOTE 9: CONTROLLING INTEREST AND RELATED PARTY TRANSACTIONS

Controlling Interest

There is no controlling interest in the Company stock as both shareholders each hold 50% of the total issued and outstanding shares.

Related Party Transactions

The Company's stockholders personally own 100% of the entity that owns the office building in which the Company has its office. The company moved into the new office space in 2016.

NOTE 10: LEASE AGREEMENTS

Operating Leases

The Company's office is located in a building owned by the company's shareholders (see related party transactions). Rent in the amount of $3,700 per month is paid to Carpino Holdings, LLC. The Company also rents yard space from an unrelated party at a rate of $ 100 per month. There is no written lease for this transaction. Total rent payments under this arrangement totaled $ 44,400 for the year ended December 31, 2023 and $ 41,500 in 2022.

NOTE 11: UNCERTAINTIES, CONTINGENCIES, AND RISKS

Concentrations

Because of the nature of the Company's business and building trends, major customers may vary from year to year. The Company considers concentrations to be significant when total revenues from a particular customer represent at least ten percent of the total income earned for the year. Contract revenue earned and receivable for the year ended December 31, 2023 and 2022 include amounts from major customers as follows:

	2023			2022	
	Revenue Earned	Receivable		Revenue Earned	Receivable
Bon Aire Beach Development	$ 945,441		Bon Aire Beach Development	$ 1,276,306	$ 396,192
Hooks Construction	686,769	360,916	City of Ft. Pierce	555,354	46,288
City of Port St. Lucie	479,550	166,406	City of Port St. Lucie	793,446	60,284
	$ 2,111,760	$ 527,322		$ 2,625,106	$ 502,764

NOTE 12: DATE OF MANAGEMENT'S REVIEW AND SUBSEQUENT EVENTS

Management has evaluated events subsequent to the balance sheet date through March 25, 2024, the date which the financial statements were available to be issued. It has concluded that there are no effects that provide additional evidence about conditions that existed at the balance sheet date that would require recognition in the financial statements or related note disclosures in accordance with FASB ASC 855 *Subsequent Events.*

SUPPLEMENTARY INFORMATION

PAV-CO CONTRACTING, INC.

Schedule I
Earnings from Contracts
as of December 31, 2023 and 2022

	Contract Revenues Earned	Cost of Earned Revenue	Gross Profit
For the twelve months ended December 31, 2023:			
Contracts completed during the year	$ 3,681,581	$ 2,967,049	$ 714,533
Contracts in progress at year end	1,375,935	895,340	480,595
	$ 5,057,516	$ 3,862,389	$ 1,195,128
For the twelve months ended December 31, 2022:			
Contracts completed during the year	$ 2,512,298	$ 2,214,793	$ 297,505
Contracts in progress at year end	1,955,499	1,293,163	662,336
	$ 4,467,797	$ 3,507,956	$ 959,841

See independent accountant's review report.

PAV-CO CONTRACTING, INC.

Schedule II

Completed Contracts

as of December 31, 2022

	Contract Totals			Before January 1, 2023			Twelve Months Ended December 31, 2023		
	Contract Revenues Earned	Cost of Earned Revenue	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit
OceanGlass Residence	$ 396,860	$ 122,674	$ 274,186	$ 271,250	$ 148,576	$ 122,674	$ 125,610	$ (25,902)	$ 151,512
N 8th Street Improvements	416,734	297,991	118,743	379,476	271,349	108,127	37,258	26,642	10,616
Bon Aire Desire	2,221,747	1,123,831	1,097,917	1,276,306	738,597	537,709	945,441	385,234	560,208
Immanuel Luthern Church	207,541	117,107	90,435	28,236	23,436	4,800	179,305	93,671	85,635
Hooks Construction - Biomedical	455,287	286,988	168,300	233,452	137,006	96,446	221,835	149,982	71,854
Hooks Construction - Tradition Lot 3-Med Ofc	87,798	33,293	54,505	1,453	843	610	86,345	32,450	53,895
Bayview Construction - Sailfish Cove	105,324	69,304	36,020			-	105,324	69,304	36,020
Sheltra & Sons - Spirit of Sebastian	300,809	202,901	97,908			-	300,809	202,901	97,908
Sheltra & Sons - Motor Haus	101,605	70,882	30,723				101,605	70,882	30,723
City of PSL - Multiple sites traffic calming	479,550	177,539	302,011				479,550	177,539	302,011
Logistics Construction Management - Grind Hard Stuart	147,187	71,163	76,024			-	147,187	71,163	76,024
Jobs < 150K; Warranty Work							951,313	1,713,185	(761,872)
Totals	$ 4,920,442	$ 2,573,671	$ 2,346,771	$ 2,190,173	$ 1,319,807	$ 870,366	$3,681,581	$2,967,049	$ 714,533

See independent accountant's review report.

PAV-CO CONTRACTING, INC.
Schedule III
Contracts in Progress (continued on next page)
as of December 31, 2023

	Total Contract		From Inception to December 31, 2023			
	Estimated Revenues	Estimated Gross Profit	Contract Revenue Earned	Cost of Earned Revenue	Gross Profit	Billed to Date
Logistics Construction - Grind Hard - Indiantown	$ 1,081,979	$ 354,359	$ 122,148	$ 82,143	$ 40,005	$ 223,547
Team Parks - 7/11 -Salerno Rd.	440,275	123,277	28,439	20,476	7,963	49,739
Abrams Group - U-Haul Ft Pierce	643,477	109,391	29,807	24,740	5,067	55,698
Ameriteam - Kiwi Car Wash	252,356	93,372	53,099	33,452	19,647	149,264
Anderson Moor - Loblolly	314,330	88,012	32,211	23,192	9,019	125,550
Oodles Land LLC - SW 66th Street	226,747	63,417	64,922	46,764	18,157	
Hooks Construction - Ross Mixing	669,250	164,040	501,515	378,589	122,927	419,522
ME Construction - Hartland Dental	255,030	81,610	52,720	35,849	16,870	38,730
Mike Carter Construction - HPI Storage	529,741	95,353	139,583	114,458	25,125	182,747
Res-Con - Dave & Busters	509,098	66,547	265,654	230,929	34,725	294,273
W&J Construction - Kozan Lot I	221,515	100,952	221,515	120,563	100,952	212,545
Hooks Construction - Enterprise	78,535	14,136	-	-	-	-
City of PSL - Traffic Calming - Dalton & Dreyfuss	276,329	116,058	-	-	-	-
Bayview Construction - Freedom RV	322,900	103,328	-	-	-	-
Totals	$ 5,498,661	$ 1,470,524	$ 1,511,611	$ 1,111,155	$ 400,456	$ 1,751,614

See independent accountant's review report.

PAV-CO CONTRACTING, INC.
Schedule III
Contracts in Progress (continued)
as of December 31, 2023

	At December 31, 2022			For the Twelve Months Ended December 31, 2023		
	Estimated Costs to Complete	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Revenues Earned	Cost of Revenues	Gross Profit
Logistics Construction - Grind Hard - Indiantown	$ 645,477	$ -	$ 101,399	$ 122,148	$ 82,143	$ 40,005
Team Parks - 7/11 -Salerno Rd.	296,522	-	21,301	28,439	20,476	$ 7,963
Abrams Group - U-Haul Ft Pierce	509,346	-	25,891	29,807	24,740	$ 5,067
Ameriteam - Kiwi Car Wash	125,532	-	96,165	53,099	33,452	$ 19,647
Anderson Moor - Loblolly	203,125	-	93,339	32,211	23,192	$ 9,019
Oodles Land LLC - SW 66th Street	116,565	64,922	-	64,922	46,764	$ 18,157
Hooks Construction - Ross Mixing	126,621	81,993	-	501,515	378,589	$ 122,927
ME Construction - Hartland Dental	137,571	13,990	-	52,720	35,849	$ 16,870
Mike Carter Construction - HPI Storage	319,930	-	43,164	139,583	114,458	$ 25,125
Res-Con - Dave & Busters	211,623	-	28,619	230,929	34,725	$ 196,204
W&J Construction - Kozan Lot I	-	8,970	-	120,563	100,952	$ 19,611
Hooks Construction - Enterprise	64,399	-	-			$ -
City of PSL - Traffic Calming - Dalton & Dreyfuss	160,271	-	-			$ -
Bayview Construction - Freedom RV	219,572	-	-	-	-	$ -
	$ 2,916,981	$ 169,874	$ 409,878	$ 1,375,935	$ 895,340	$ 480,595

See independent accountant's review report.

PAV-CO CONTRACTING, INC.

Schedule IV
Selling, General and Administrative Expenses
as of December 31, 2023 and 2022

	2023	2022
Advertising	$ 2,923	$ 3,315
Bank fees	16,573	15
Depreciation	183,745	209,920
Donations	2,800	1,958
Dues & Subscriptions	2,039	2,795
Continuing Education	60	2,896
Entertainment	1,275	-
Meals	13,143	5,572
Insurance	65,567	57,374
Leased labor & wages	309,291	288,225
Licenses & permits	1,265	7,674
Life & disability insurance	6,384	4,727
Miscellaneous expense	45,569	24,096
Office expenses	8,079	7,386
Payroll taxes	23,884	22,619
Professional fees	23,445	39,424
Rent	44,400	41,500
Repairs & maintenance	1,015	1,842
401K Company Contribution	13,170	15,436
Small tools & supplies	9,554	10,191
Taxes-other	4,519	1,764
Telephone	7,307	6,085
Travel	9,024	4,708
Utilities	1,224	965
Vehicle expenses	30,894	35,305
Total Selling, General and Administrative	$ 827,149	$ 795,792

See independent accountant's review report.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2024

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: Nancy Cox
Risk Transfer Insurance Agency, LLC 47 E. Robinson Street Suite 200 Orlando, FL 32801	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: ncox@congruityhr.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :Service American Indemnity Company	39152
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Congruity HR, LLC
100 North Cherry Street
Suite 520
Winston Salem, NC 27101

COVERAGES **CERTIFICATE NUMBER:** V36AHW82 **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 Y / N			RT23MWC7000045504 RT23MWC7000255301	07/30/2023	07/30/2024	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage is provided for only those employees leased to, but not subcontractors of Pav-Co Contracting Inc.

CERTIFICATE HOLDER

City of Fort Pierce
Att: 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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2024

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:	
Valley Insurance Services, Inc. 80 E. Ridgewood Avenue Paramus NJ 07652	PHONE (A/C, No, Ext): 845-352-9100	FAX (A/C, No): 845-352-9104
License#: BR-969511	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	
INSURER B : Auto-Owners Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pav-Co Contracting, Inc.
533 SE Central Parkway
Stuart FL 34994
PAV-CON-01

COVERAGES **CERTIFICATE NUMBER:** 678781256 **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:	Y	Y	72525477	12/2/2023	12/2/2024	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	5152469900	12/2/2023	12/2/2024	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 X RETENTION $ 10,000	Y	Y	5152469901	12/2/2023	12/2/2024	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Rented/Leased Equipment			72525477	12/2/2023	12/2/2024	Limit; Deductible	$500,000; $1,000

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

Rented/Leased Equipment Valuation- Actual Cash Value

Comprehensive ACV not to exceed $ 200,000 $100 deductible each covered auto.
Collision ACV not to exceed $ 200,000 $ 250 deductible each covered auto.

City of Fort Pierce, the City's board members, officials, officers' agents & employees are Additional Insureds as respects General Liability (including Products-Completed Operations), Pollution Liability and when required by written contract. General Liability is primary and non-contributory when required by See Attached...

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
100 North U.S. Highway 1
Fort Pierce FL 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PAV-CON-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Valley Insurance Services, Inc.		Pav-Co Contracting, Inc. 533 SE Central Parkway Stuart FL 34994
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

written contract. Umbrella follows form to the underlying policies as respects to Additional Insureds. Waiver of subrogation as respects General Liability and Workers Compensation in favor of Additional Insured when required by written contract. The insurance afforded herein is subject to the terms, conditions and exclusions of the policy. Notice of cancelation requires 30 day (10 Day Nonpayment) notice as per policy / contract.

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. **Our Right to Recover Payments**
   If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

COMMERCIAL GENERAL LIABILITY
CG 02 20 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect:

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

(3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for non-payment of premium;

(b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in paragraph **2.b.**

B. Paragraph **3.** of the **Cancellation** Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any pre-

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mium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.
The cancellation will be effective even if we have not made or offered a refund.

D. The following is added and supersedes any other provision to the contrary:
Nonrenewal

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
   1. If required in a written contract or agreement; or
   2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
   1. The following condition is added to **4. Other Insurance**.
   This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
   2. The following condition is added.
   Other Additional Insured Coverage Issued By Us
   If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization 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 in the "products-completed operations hazard".

All other policy terms and conditions apply.

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DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2024-020**
Pre-Bid Conference: 10:00AM, FRIDAY, April 19 , 2024	**Bid Title: FRANCES AVENUE ROADWAY IMPROVEMENTS**
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, THURSDAY, MAY 02, 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: RJ Engineering Construction Corp **Mailing Address:** 2101 Vista Parkway, suite 133	*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: West Palm Beach, FL 33411	**Typed or Printed Name:** Luis Lares
Type of Entity (Select one): Corporation ✓ Partnership Proprietorship	**Title:** Director of Operations
Incorporated in the State of: Florida **Year:** 2022	**Delivery in** 14 **days, After Receipt Order**
Phone Number: (561) 939-4848	**Payment Terms: Net 30 Days**
Fax Number: -	**FEIN or SS Number:** 88-2337775
E-Mail Address: rjengineeringfl@gmail.com	**Local Business:** ___Y ✓N **MWBE:** ___Y ✓N
Bid Security is attached, when required, in the amount of $ 10% of bid amount **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.
RJ ENGINEERING CONSTRUCTION CORP

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) ▶ C

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.
2101 VISTA PARKWAY, SUITE 133

Requester's name and address (optional)

6 City, state, and ZIP code
WEST PALM BEACH, FL 33411

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
8 8 – 2 3 3 7 7 7 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 01/24/2024.

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.*

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 complete, 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?	n/a	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID

BID RESPONSE FORM
FRANCES AVENUE ROADWAY IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	$21,904.05	$21,904.05
2	MAINTENANCE OF TRAFFIC	LS	1	$3,858.25	$3,858.25
3	MATERIAL TESTING	LS	1	$2,300.00	$2,300.00
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$5,750.00	$5,750.00
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$21,850.00	$21,850.00
6	CLEARING, GRUBBING & DEMOLITION	LS	1	$4,025.00	$4,025.00
7	MAILBOX (REMOVE & RESET)	EA	8	$345.00	$2,760.00
8	REGULAR EXCAVATION	CY	216	$15.77	$3,405.56
9	REGULAR EMBANKMENT	CY	31	$13.43	$416.39
10	COQUINA CURB PAD (4" THICK)	SY	321	$34.50	$11,074.50
11	MILLING EXISTING ASPHALT PAVEMENT (1” AVERAGE DEPTH)	SY	1155	$12.58	$14,531.06
12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C) (1”)	TN	73	$239.33	$17,471.43
13	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-9.5) (TRAFFIC C) (10.5”)	TN	111	$386.48	$42,899.05
14	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138	$250.09	$34,513.08
15	DITCH BOTTOM INLET (TYPE C) (<10')	EA	5	$7,705.00	$38,525.00
16	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10”)	EA	2	$7,820.00	$15,640.00
17	VALVE BOXES, ADJUST	EA	2	$747.50	$1,495.00
18	METER BOXES, ADJUST	EA	5	$747.50	$3,737.50
19	CONCRETE PIPE CULVERT (15” RCP)	LF	105	$345.00	$36,225.00
20	CONCRETE PIPE CULVERT (18" RCP)	LF	210	$218.50	$45,885.00
21	PIPE LINER (CURED IN PLACE) (15”)	LF	134	$347.30	$46,538.20
22	VALLEY GUTTER – CONCRETE	LF	1129	$21.56	$24,344.06

23	DRIVEWAY APRON CONCRETE, 6” THICK	SY	201	$80.50	$16,180.50
24	DRIVEWAY APRON BRICK PAVERS	SY	22	$270.77	$5,956.89
25	PERFORMANCE TURF (SOD) (FLORATAM)	SY	1404	$5.77	$8,105.29
26	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24”)	LF	24	$28.75	$690.00
27	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6”)	LF	200	$17.25	$3,450.00
28	PVC WATERMAIN (4”) (F&I)	LF	42	$299.00	$12,558.00
29	WATER METER/SERVICE (ADJUST)	LF	10	$747.50	$7,475.00

Total Site Improvement Bid:	$453,563,81
Add 10% Construction Contingency for potential field change orders:	$45,356.38
TOTAL FINAL BID:	$498,920.19

BID FORMS

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

FRANCES AVENUE ROADWAY IMPROVEMENTS

NAME OF BIDDER: RJ Engineering Construction Corp

MAILING ADDRESS: 2101 Vista Parkway, suite 133, West Palm Beach, FL 33411

STREET ADDRESS: 2101 Vista Parkway, suite 133, West Palm Beach, FL 33411 (Zip Code)

PHONE NUMBER: (561) 939-4848

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 04/10/2024	No. 4	Dated 04/24/2024
No. 2	Dated 04/12/2024	No.	Dated
No. 3	Dated 04/22/2024	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;

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: RJ Engineering Construction Corp
(Type or Print)

By: _____

Name: Luis Lares

Title: Director of Operations

Dated: May 1st, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Jose Roberto Solares

Title: President

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

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

State of Florida, General Contractor License #: CGC1533697 (Exp 08/31/2024)

END OF SECTION

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, RJ Engineering Construction Corp. 2101 Vista Parkway Suite 133 West Palm Beach, FL 33411, as Principal, and Atlantic Specialty Insurance Company - 605 Highway 169 North, Suite 800 Plymouth, MN 55441, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of ---------- Ten Percent of Amount Bid ---------- ---------- Dollars ($ ----- 10% -----), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated May 2nd 2024, for the Frances Avenue Roadway Improvements Bid No: 2024-020

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.

EXHIBIT "E"
SECTION 002

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 2nd day of May, 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

RJ Engineering Construction Corp.

By: _____
(Signature)

Name: Jose Roberto Solares Figueroa

Title: President

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

Atlantic Specialty Insurance Company

By: _____
(Signature)

Name: Jessie Sloan

Title: Attorney-In-Fact & Florida Licensed Resident Agent

(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: Atlantic Specialty Insurance Company

Mailing Address: 605 Highway 169 North, Suite 800
Plymouth, MN 55441

Street Address: 605 Highway 169 North, Suite 800
Plymouth, MN 55441

Name and Mailing and Street Address of Agent or Representative in Florida (if different than above): JCA Surety Group, LLC
123 Zelma Street, Suite A
Orlando, FL 32803

Telephone Number of Surety and Agent or Representative in Florida: (952) 852-2431
(321) 800-6594

END OF SECTION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jorge L. Bracamonte, Jessie Sloan, Karla Tomaszewski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of May, 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: FRANCES AVENUE ROADWAY IMPROVEMENTS

I, the undersigned, Luis Lares
(Name of Attorney)

the duly authorized and acting legal representative of RJ Engineering Construction Corp
(Owner), do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Attorney

5/1/24
Date

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. RJ Engineering Construction Corp
2. Permanent Main Office address. 2101 Vista Parkway, suite 133, West Palm Beach, FL 33411
3. When organized? 04/23/2022
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? 2 years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) None at this moment
7. General character of work performed by you.
   Construction and engineering company focused primarly on roadway and highway 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.
    Attached
11. List your major equipment available for this contract. Backhoe. Eveything else is rented or subcontracted
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.
    ✔
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.
    ✔

BID FORMS

Dated at _____this 1 _ day of May, 2024.

Contractor:

RJ Engineering Construction Corp

By _____

Luis Lares - Director of Operations

(Name & Title)

County of Palm
State of FL

Luis A. Lares Moncada, being duly sworn, deposes and says that he is Director of RJ Engineering & Const., and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 1 day of May, 2024.

Notary Public State of Florida
Maria B Bajares
My Commission HH 400112
Expires 5/18/2027

My Commission Expires

_____ Notary Public

_____ (Seal)

END OF SECTION

RJ Engineering & Construction

2101 Vista Parkway, suite 133
West Palm Beach, FL 33411
Phone: (561) 939-4848
Email: rjengineeringfl@gmail.com

List of past projects

Name of project/ scope: Driveway remodeling and Wall demolition
Project date: Sep 2022
Contract Amount: $128,830.00
Contact Name: Antonello Luvero (Infinity Construction)
Phone number: 786-389-3166
Email: Santinacho.gc@gmail.com

Name of project/ scope: Roof replacement and parking lot renovations
Project date: Dec 2023
Contract Amount: $89,537.00
Contact Name: Luis Nieto (All Florida Roofing and Construction)
Phone number: 786 587-3810
Email: info@roofingandconstructions.com

Name of project/ scope: Road clearing and turn lane Improvements.
Project date: Mar 2023
Contract Amount: $57,934.00
Reference Contact Name: Brian Aylwin (247 Development Corp)
Phone number: 954-665-6051
Email: 247brian@gmail.com

Name of project/ scope: Home remodeling, and driveway construction
Project date: Jun 2023
Contract Amount: $53,467.00
Contact Name: Alex Perez (Dynamic Trackers LLC
Phone number: 786-759-2865
Email: DynamicTrackers@gmail.com

Name of project/ scope: Sidewalk reconstruction and landscaping
Project date: Oct 2023
Contract Amount: $102,978.00
Contact Name: Antonello Luvero (Infinity Construction)
Phone number: 786-389-3166
Email: Santinacho.gc@gmail.com

Luis A. Lares Moncada

Civil Engineer / Sr. Project Manager / CGC #1525707
1268 Pinetta Circle. Wellington FL 33414
(786)239-0637 / engluislares@gmail.com

SUMMARY

Seasoned professional with 17+ years of experience in the construction industry backed by solid credentials, a proven history of reaching goals and providing excellent results under pressure. Reliable manager who is able to focus and make business decisions in a timely manner using experience and skills to drive teams and collaborators to increase process efficiency and improve project outcomes. Utilizes problem solving and interpersonal skills to source solutions with clients, contractors and owners to push forward for the betterment of the business.

AREAS OF EXPERTISE

Project Management	Construction Scheduling	Certified General Contractor (FL)
Cross-Functional fluency	Estimating and Purchasing	Multi-project coordination
Reports & Presentation	Financial Management	Project Permitting and Inspection

CORE COMPETENCIES

Director of Operations
RJ Engineering Construction Corp / West Palm Beach FL / Jan 2022 to Present

- Created project proposals/development plans. Initiated and completed contract preparation and negotiations.
- Served as liaison between Owners / Architects / Subcontractors and Vendors.
- Created Construction Buyout, Cost analysis and Scheduled models for owners and Contractors.
- Coordinated Development, Preconstruction and Construction activities for Multifamily and Commercial projects. Responsibilities included Pre engineering, Value Engineering, project planning, budgeting and construction.
- Reviewed and approved project documentation consisting of CD's, RFI's, and submittals with exceptional attention to detail.
- Responsible for processing all subcontractor contractual documents, bidding and purchase orders for the company residential and commercial projects (Townhouses, multilevel condominiums, Mix Used Residential)
- Reviewed and approved change orders, scope of service, design models and final audits.
- Identified clients and cultivated effective relationships with existing and potential key clients, customers and contractors to develop new business.
- Daily Oversee of construction trades such as Site Development, Shell, Electrical, Plumbing, Drywall, Paint, Carpentry, Framing, Concrete, Roofing.
- Manage weekly project meetings, status projects and publish progress reports and trend forecasts.
- Conveyed and delivered QA/QC data including punch lists and quality control.
- Coordinated activities for several disciplines on Multifamily and Commercial PreCon and Construction projects with various scopes of services.

Sr. Project Manager
GLENEWINKEL Construction Company / Fort Lauderdale FL / Jan 2021- Jan 2022

Owner / Certified General Contractor
Latorre Construction LLC / Wellington FL / 2017- to Present

Sr. Project Manager
TELESCO Construction / Miami FL / July 2020- Jan 2021

Sr. Project Manager
Cornerstone Group - Brookstone Construction / Hollywood FL / March 2019- May 2020 (COVID-19)

Luis A. Lares Moncada

Civil Engineer / Sr. Project Manager / CGC #1525707
1268 Pinetta Circle. Wellington FL 33414
(786)239-0637 / engluislares@gmail.com

Project Manager
Kaufman Lynn Construction / Delray Beach FL / 2017-2019

Project Consultant / Sr. Project Manager
Draper & Associates / Ft-Lauderdale FL / 2015-2017

- Develop processes and provide project construction management and scheduling services for clients in South Florida (east/west coast), NY - Manhattan/Brooklyn, Texas - College Station, and Georgia - Atlanta for a variety of commercial projects including multifamily and mixed use residential, hospitality, health and Sport venues such as the new Atlanta Falcons/Mercedes Benz Stadium $1.6 Bn.
- Provided owners representation services, schedule construction management and support for graphical conversions of project schedules into P6 or Microsoft Project schedules.
- Managed over 800 million dollars in projects for the year 2015-2017

Regional Project Manager
MFC Remodels Inc. / Miami, FL / 2012 – 2014
- Responsible for processing subcontractor contractual documents, bidding and purchase orders for the company residential and commercial projects (Dominos Pizza, Red Lobsters, LongHorn, California Pizza Kitchen)
- Managed Construction activities for Commercial projects. Responsibilities included Pre engineering, Value Engineering, project planning, budgeting and construction.
- Oversee construction trades such as, Electrical, Plumbing, Drywall, Paint, Carpentry, Framing, Concrete, Roofing.

Sr. Construction Project Manager
Georgia Department of Transportation / Atlanta, GA / 2008- 2012

- Supervised simultaneous DOT infrastructure projects including highway construction, bridge maintenance or replacements, Asphalt Resurfacing, Traffic Signals Replacements, Interstate HOV and HOT lanes Design, New Road Construction, Material testing, and geotechnical Studies
- Oversaw and assisted with Administration and Accounting for project budgeting and expenses of state and federal assigned funds range from $500k to $230mm within the Gwinnett County in the State of Georgia
- Responsible for directly managing , training, overseeing and coordinating more than 50 employees and contractors, engineering technicians, maintenance crews. Reported inspections progress. Also, reviewed/approved structural drawings, work orders and invoices.
- Extensive work as a DOT liaison to minimize project impact with members and employees of City Councils, EPA, FHA, Residential and Commercial Owners.

EDUCATION

- Aspen University, MBA with a concentration in Project Management / expected graduation Dec. 2023
- Kennesaw State University (former SPSU), B.S Civil Engineer / Marietta, Georgia 2004-2007
- Santa Maria University, Associate degree in Civil Engineering and Management /Venezuela 2001- 2003

SKILLS & CERTIFICATIONS

Fully Bilingual Spanish & English
Road Safety Certification by FHWA
Construction and Worksite Traffic Control certified by GADOT
Visio / MicroStation V8 / AUTOCAD
Estimating Smartbid and Planswift
PROCORE advanced
Field Concrete Technician certified by GADOT
Erosion Control Level IA, certified by GSWCC
Primavera Scheduling P6 / MSP
REDTEAM

REFERENCES:

Available upon request

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

Luis Lares, being first duly sworn, deposes and says:

That he/she is Director of Operation
(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.

RJ Engineering Construction Corp
(Firm Name)

By: _____

Title: Luis Lares- Director of Operations

Subscribed and sworn to before me this 1
day of May, 2024

_____
Notary Public

My Commission expires: (Seal)

Notary Public State of Florida
Maria B Bajares
My Commission HH 400112
Expires 5/18/2027

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. 2024-020 for **Frances Avenue Roadway Improvements**

2. This sworn statement is submitted by RJ Engineering Construction Corp
(name of entity submitting sworn statement)
whose business address is 2101 Vista Parkway, suite 133, West Palm Beach, FL 33411
and (if applicable) its Federal Employer Identification Number (FEIN) is 88-2337775
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is LUIS A. LARES MONCADA
(please print name of individual signing)
my relationship to the entity named above is DIRECTOR OF OPERATIONS.

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

BID FORMS

Signature: _____

Date: 5/1/24

STATE OF FL

COUNTY OF Palm

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Luis A. Lewis Moreno who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 1 day of May, 2024.

NOTARY PUBLIC SEAL:

Notary Public State of Florida
Maria B Bajares
My Commission HH 400112
Expires 5/18/2027

My commission expires: _____

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: 5/1, 2024

Official Address
(Including Zip Code):

2101 Vista Parkway, suite 133

West Palm Beach, FL 33411

By: _____

Luis Lares - Director of Operations
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-020

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:

Eight Hundred and Ninety Eight Dollars
(Written)

$898.00
(Figures)

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

Certified: RJ Engineering Construction Corp
(Company-Contractor)
By: _____
(President's Signature)
Jose Roberto Solares
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Palm County, Florida on the 1 day of May, 2024.

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION

Notary Public State of Florida
Maria B Bajares
My Commission HH 400112
Expires 5/18/2027

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that RJ Engineering Construction Corp 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

5/1/24
Date

END OF SECTION

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020
SUBSTITUTION SHEET

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

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-020

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: RJ Engineering Construction Corp

Corporate Title: Director of Operations

Address: 2101 Vista Parkway, suite 133, West Palm Beach, FL 33411

(Zip Code)

By: Luis A. Lares Moncada (Print name) Director of Operations (Print title)

(Authorized Signature)

Telephone: (561) 939-4848

Fax: (n/a)

State License # CGC1533697 **(ATTACH COPY)**

County License # 2024160598 **(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

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

LARES MONCADA, LUIS ALBERTO

RJ ENGINEERING CONSTRUCTION CORP
2101 VISTA PARK, SUITE 133
WEST PALM BEACH FL 33411

LICENSE NUMBER: CGC1533697

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.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2101 VISTA PKWY STE 133
WEST PALM BEACH FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	LARES MONCADA LUIS ALBERTO	CGC1533697	U24.21831 10/17/2023	30.50	B40195447

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2024160598
EXPIRES: 9/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

RJ ENGINEERING CONSTRUCTION CORP
RJ ENGINEERING CONSTRUCTION CORP
2101 VISTA PKWY STE 133
WEST PALM BEACH FL 33411

TAX COLLECTOR, PALM BEACH COUNTY

ayrn
10/17/23

RJENGIN-01 KKENNEDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/12/2024

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: Debbie Mullin	
CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: dmullin@calllc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Scottsdale Insurance Company	41297
INSURED RJ Engineering Construction Corp 2101 Vista Parkway Suite 133 West Palm Beach, FL 33411	INSURER B :	
	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	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	CPS7976570	4/11/2024	4/11/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							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: Subj to $5m Cap							$
	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)

Certificate holder is included as an Additional Insured for ongoing and completed operations on the General Liability when required by written contract. Waiver of subrogation applies to General Liability when required by written contract. Cancellation applies as per policy terms and conditions.

CERTIFICATE HOLDER

RJ Engineering Construction Corp
2101 Vista Parkway
Suite 133
West Palm Beach, FL 33411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

Date: 3/8/2024

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2024	01/01/2025	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 96-65-228

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

RJ Engineering Construction Corp

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name:

ISSUE 03-08-24 (BP)

Begin Date: 2/12/2024

CERTIFICATE HOLDER

THE COMMONS VISTA PARK LLC

2101 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2024

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: Progressive Commercial Lines Customer and Agent Servicing	
Progressive Insurance PO Box 94739, Cleveland, OH 44101	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Progressive Express Insurance Company	10193
INSURED	INSURER B :	
RJ Engineering and Construction Corp 2101 Vista Pkwy Suit#133 West Palm Beach, FL 33411	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 511449658729715902D030524T195619 **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:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO							
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	978285909	03/04/2024	03/04/2025	BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							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	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ **(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	$
A	See ACORD 101 for additional coverage details.	N	N	978285909	03/04/2024	03/04/2025	$	

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

CERTIFICATE HOLDER

RJ Engineering and Construction Corp
2101 Vista Pkwy Suit#133
West Palm Beach, FL 33411

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

Mark Pauch

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Progressive Insurance	RJ Engineering and Construction Corp 2101 Vista Pkwy Suit#133 West Palm Beach, FL 33411
POLICY NUMBER 978285909	
CARRIER / **NAIC CODE** Progressive Express Insurance Company / 10193	**EFFECTIVE DATE:** 03/04/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	$10,000 w/$0 Ded - Named Insured Only
Uninsured Motorist -Nonstacked	$10,000/$20,000

Liability coverage may not apply to all scheduled vehicles.

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LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Infinity Construction	Driveway remodeling/ Wall demolition	Antonello Luvero - CEO	786-389-3166
Dynamic Trackers LLC	Home remodeling driveway construction	Alex Perez - CEO	786-759-2865
247 Development Corp	Demo and Concrete paveing	Brian Aylwin - CEO	954-665-6051
All Florida Roofing and Construction	Roof replacement / parking lot imrpov	Luis Nieto - Owner	786 587-3810

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT:	**FRANCES AVENUE ROADWAY IMPROVEMENTS**
Bid No.:	2024-020
Project Description:	**Roadway improvements to include drainage improvements, water main installation, utility adjustments and roadway restoration.**

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:	RJ Engineering Construction Corp
Authorized Signature:	
Title:	Luis Lares - Director of Operations
Date:	04/01/2024

END OF SECTION

April 10, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 1

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

1. **QUESTION:** Can a FDOT pre-qualified contractor bid on this project?

   ANSWER: Yes. A State of Florida General Contractor's License is required.

2. **QUESTION:** What is the estimated budget range for this project?

   ANSWER: The estimated budget for this project is $300,000.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Luis Lares - Director of Operations
Typed or Printed

Company Name: RJ Engineering Construction Corp

Address: 2101 Vista Parkway, suite 133, West Palm Beach, FL 33411

Date: May 1st, 2024

/lh

April 12, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

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:** Project plans pages 22 through 26 are blank. Is this Correct?

   ANSWER: Yes. Attached are the revised bid plans with blank pages removed.

2. **QUESTION:** Is all the work under this contract to be completed by subcontractors only or just the scopes listed under List of Major Subcontractors?

   ANSWER: Item should read that 40% of Work must be done by the General Contractor's entity.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Luis Lares - Director of Operations
Typed or Printed

Company Name: RJ Engineering Construction Corp

Address: 2101 Vista Parkway, suite 133, West Palm Beach, FL 33411

_____

Date: May 1st, 2024

/lh

April 22, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 3

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

1. **QUESTION:** Bid Item 13 – Superpave Asphaltic Concrete (Type B-9.5) (Traffic C) (10.5") – Please clarify the 10.5" depth, does this mean 9" of base rock and 1-1/2" of asphalt or is it as it reads, 10.5" of asphalt?

   ANSWER: As it reads.

2. **QUESTION:** Is item 13 intended for all the required trench restoration for the indicated cross drains and the revised edge of pavement?

   ANSWER: All areas are called out on the construction plans.

3. **QUESTION:** Sheet 5 of the plans shows 138 tons of SP-12.5 overbuild (pay item 334-1-13C) but this pay item is not on the bid form. Will this pay item be added to the bid form?

   ANSWER: The bid form has been revised. Please see attached.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Luis Lares - Director of Operations
Typed or Printed

Company Name: RJ Engineering Construction Corp

Address: 2101 Vista Parkway, suite 133, West Palm Beach, FL 33411

Date: May 1st, 2024

/lh

April 24, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 4

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

1. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

2. **QUESTION:** What is the City's charge for a ROW permit?

ANSWER: **There is no charge currently for a ROW permit**.

3. **QUESTION:** There is no line item for drainage removal. Where would the City prefer this item to be accounted for on the bid form?

ANSWER: **This should be accounted for in the Clearing, Grubbing and Demolition line item. The bid form has been revised for further clarification.**

4. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

5. **QUESTION:** Regarding the Frances Avenue Roadway Improvements project, I see that the list of insurance requirements includes the following: Workers; Compensation/Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Pollution Legal Liability, Property/Builder's Risk Insurance. Therefore, my question would be do you require the bidder to submit a copy of All of these insurance at the time of the bid? Or is the contractor to supply a copy of these after the notice of award?

ANSWER: **The insurance requirement that is needed during the bid submission is simply a proof of insurance by including a copy of your current certificate of Insurance. However, once the contractor is awarded the bid, they must have all the required insurance requirements in order to proceed with the award process.**

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

Signature: _____
Manual

Signature: Luis Lares - Director of Operations
Typed or Printed

Company Name: RJ Engineering Construction Corp

Address: 2101 Vista Parkway, suite 133, West Palm Beach, FL 33411

_____

Date: May 1st, 2024

/lh

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: 2024-020
Pre-Bid Conference: 10:00AM, FRIDAY, April 19 , 2024	Bid Title: FRANCES AVENUE ROADWAY IMPROVEMENTS
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, THURSDAY, MAY 02, 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: H & J Contracting, Inc Mailing Address: 3160 Fairlane Farms Rd Wellington, FL 33414	*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: Howell Long
Type of Entity (Select one): Corporation ✓ Partnership _____ Proprietorship _____	Title: Chief Estimator
Incorporated in the State of: Florida Year: 1998	Delivery in _____days, After Receipt Order
Phone Number: (561) 791-1953	Payment Terms: Net 30 Days
Fax Number: (561) 795-9282	FEIN or SS Number: 65-0809915
E-Mail Address: estimating@hjcontracting.com	Local Business: ___Y ✓N MWBE: ___Y ✓N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

BID RESPONSE FORM
FRANCES AVENUE ROADWAY IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	$38,000.00	$38,000.000
2	MAINTENANCE OF TRAFFIC	LS	1	$6,000.000	$6,000.000
3	MATERIAL TESTING	LS	1	$15,000.000	$15,000.000
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$13,000.000	$13,000.000
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$20,000.000	$20,000.000
6	CLEARING, GRUBBING & DEMOLITION	LS	1	$20,200.000	$20,200.000
7	MAILBOX (REMOVE & RESET)	EA	8	$415.00	$3,320.00
8	REGULAR EXCAVATION	CY	216	$57.00	$12,312.00
9	REGULAR EMBANKMENT	CY	31	$600.00	$18,600.00
10	COQUINA CURB PAD (4" THICK)	SY	321	$50.00	$16,050.00
11	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1155	$13.00	$15,015.00
12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C) (1")	TN	73	$365.00	$26,645.00
13	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-9.5) (TRAFFIC C) (10.5")	TN	111	$281.00	$31,191.00
14	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138	$377.00	$52,026.00
15	DITCH BOTTOM INLET (TYPE C) (<10')	EA	5	$5,705.00	$28,525.00
16	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10")	EA	2	$6,645.00	$13,290.00
17	VALVE BOXES, ADJUST	EA	2	$2,190.00	$4,380.00
18	METER BOXES, ADJUST	EA	5	$2,060.00	$10,300.00
19	CONCRETE PIPE CULVERT (15" RCP)	LF	105	$205.00	$21,525.00
20	CONCRETE PIPE CULVERT (18" RCP)	LF	210	$231.00	$48,510.00
21	PIPE LINER (CURED IN PLACE) (15")	LF	134	$240.00	$32,160.00
22	VALLEY GUTTER – CONCRETE	LF	1129	$60.00	$67,740.00

23	DRIVEWAY APRON CONCRETE, 6" THICK	SY	201	$101.00	$20,301.00
24	DRIVEWAY APRON BRICK PAVERS	SY	22	$150.00	$3,300.00
25	PERFORMANCE TURF (SOD) (FLORATAM)	SY	1404	$11.00	$15,444.00
26	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	24	$12.00	$288.00
27	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	$10.00	$2,000.00
28	PVC WATERMAIN (4") (F&I)	LF	42	$251.00	$10,542.00
29	WATER METER/SERVICE (ADJUST)	LF	10	$990.00	$9,900.00

Total Site Improvement Bid:	$ $575,564.00
Add 10% Construction Contingency for potential field change orders:	$ $57,556.40
TOTAL FINAL BID:	$ $633,120.40

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 complete, 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 _____

H&JCONT-02 KKENNEDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/4/2024

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 CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Suzanne Nelson PHONE (A/C, No, Ext): (561) 868-6291 FAX (A/C, No): (561) 427-6730 E-MAIL ADDRESS: Snelson@callc.com
INSURED H & J Contracting, Inc., JJMP, Inc., Sea-Lynn Marine, Inc, Point Turf, LLC., Sea-Lynn Machinery, Inc 3160 Fairlane Farms Road Wellington, FL 33414	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Amerisure Insurance Co — 19488 INSURER B : Amerisure Mutual Ins Co — 23396 INSURER C : Allied World Assurance Company — 19489 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	CPP21253660001	3/1/2024	3/1/2025	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	CA21253650001	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CU21286980002	3/1/2024	3/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC21253670002	3/1/2024	3/1/2025	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
C	Excess Liability			03112105	3/1/2024	3/1/2025	$3M X $2M	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as an additional insured for ongoing & completed operations on the General Liability per form CG7324 0323 as required per written contract and a designated insured on the Auto Liability to the extent provided per form CA7165 0911. Waiver of subrogation applies to General Liability Auto and Worker's Compensation when required by written contract. Primary and Noncontributory applies to the General Liability and Auto when required by written contract. Umbrella Policy & Excess Liability extends over General Liability, Auto Liability and Employers Liability. Cancellation applies as per policy terms and conditions.

CERTIFICATE HOLDER

City of Fort Pierce
100 N 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

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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

LONG, HOWELL VERNON III

H AND J CONTRACTING INC
3160 FAIRLANE FARMS RD
WELLINGTON FL 33414

LICENSE NUMBER: CGC1506554

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.

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.
H & J Contracting, 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) **5**

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.
3160 Fairlane Farms Road

Requester's name and address (optional)

6 City, state, and ZIP code
Wellington, FL 33414

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
6	5	–	0	8	0	9	9	1	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 ▶ [signature] Date ▶ 05/1/2024

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.*

BID FORMS

PROPOSAL TO THE CITY OF FORT PIERCE

FOR

FRANCES AVENUE ROADWAY IMPROVEMENTS

NAME OF BIDDER: H & J Contracting, Inc

MAILING ADDRESS: 3160 Fairlane Farms Rd Wellington, FL 33414

STREET ADDRESS: 3160 Fairlane Farms Rd Wellington, FL 33414 (Zip Code)

PHONE NUMBER: (561) 791-1953

To the: City of Fort Pierce

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

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

No. 1	Dated 4/10/2024	No. 4	Dated 4/24/2024
No. 2	Dated 4/12/2024	No. _____	Dated _____
No. 3	Dated 4/22/2024	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;

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
PAVING RESTORATION	ALL COUNTY PAVING	1180 SW 10TH STREET DELRAY BEACH FL 33444
CONCRETE CURBING AND DRIVEWAYS	EXIGO CONCRETE INC	3677 23RD AVENUE S., UNIT C103 LAKE WORTH, FL 33461

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 a bidder's 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

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: H & J Contracting, Inc
(Type or Print)

By: Howell Long

Name: Howell Long

Title: Chief Estimator

Dated: May 1, 2024

(Corporate Seal)

Attest
If Corporation

By: Chrissy L. Arnold
(Signature)

Name: Chrissy L. Arnold

Title: Risk

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

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

Florida, CGC1506554, August 31, 2024, Certified General Contractor

END OF SECTION

EXHIBIT "E"
SECTION 002

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
H&J Contracting, 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 of Amount Bid
_____ Dollars ($ 10%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated May 2nd 2024, for the _____
Bid No. 2024-020 - Frances Avenue Roadway Improvements
_____

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.

EXHIBIT "E"
SECTION 002

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 2nd day of May, 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

H&J Contracting, Inc

By: _____
(Signature)

Name: Howell Long

Title: Chief Estimator

ATTEST (if corporation)

By: _____
(Signature)

Name: Chrissy L. Arnold

Title: _____

(Corporate Seal)

SURETY

Travelers Casualty and Surety Company of America

By: _____
(Signature)

Name: Brett Rosenhaus

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, Hartford, CT 06183

Street Address One Tower Square, Hartford, CT 06183

Name and Mailing and Street n/a

Address of Agent or 220 Congress Park Dr., Ste 100. Delray Beach, FL 33445

Representative in Florida Acrisure, Brett Rosenhaus

(if different than above) _____

_____

_____

_____

Telephone Number of Surety 860-277-0111

and Agent or Representative _____

in Florida Acrisure, Brett Rosenhaus

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 **Brett Rosenhaus** of **DELRAY BEACH** , **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 **2nd** day of **May** , **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.

April 10, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 1

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

1. **QUESTION:** Can a FDOT pre-qualified contractor bid on this project?

   ANSWER: Yes. A State of Florida General Contractor's License is required.

2. **QUESTION:** What is the estimated budget range for this project?

   ANSWER: The estimated budget for this project is $300,000.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Howell Long
Typed or Printed

Company Name: H & J Contracting, Inc

Address: 3160 Fairlane Farms Road Wellington, Florida 33414

Date: May 1, 2024

/lh

April 12, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

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:** Project plans pages 22 through 26 are blank. Is this Correct?

   ANSWER: Yes. Attached are the revised bid plans with blank pages removed.

2. **QUESTION:** Is all the work under this contract to be completed by subcontractors only or just the scopes listed under List of Major Subcontractors?

   ANSWER: Item should read that 40% of Work must be done by the General Contractor's entity.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Howell Long
Typed or Printed

Company Name: H & J Contracting, Inc

Address: 3160 Fairlane Farms Road Wellington, Florida 33414

Date: May 1, 2024

/lh

April 22, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 3

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

1. **QUESTION:** Bid Item 13 – Superpave Asphaltic Concrete (Type B-9.5) (Traffic C) (10.5") – Please clarify the 10.5" depth, does this mean 9" of base rock and 1-1/2" of asphalt or is it as it reads, 10.5" of asphalt?

   ANSWER: As it reads.

2. **QUESTION:** Is item 13 intended for all the required trench restoration for the indicated cross drains and the revised edge of pavement?

   ANSWER: All areas are called out on the construction plans.

3. **QUESTION:** Sheet 5 of the plans shows 138 tons of SP-12.5 overbuild (pay item 334-1-13C) but this pay item is not on the bid form. Will this pay item be added to the bid form?

   ANSWER: The bid form has been revised. Please see attached.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Howell Long
Typed or Printed

Company Name: H & J Contracting, Inc

Address: 3160 Fairlane Farms Road Wellington, Florida 33414

Date: May 1, 2024

/lh

April 24, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 4

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

1. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

   ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

2. **QUESTION:** What is the City's charge for a ROW permit?

   ANSWER: **There is no charge currently for a ROW permit.**

3. **QUESTION:** There is no line item for drainage removal. Where would the City prefer this item to be accounted for on the bid form?

   ANSWER: **This should be accounted for in the Clearing, Grubbing and Demolition line item. The bid form has been revised for further clarification.**

4. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

   ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

5. **QUESTION:** Regarding the Frances Avenue Roadway Improvements project, I see that the list of insurance requirements includes the following: Workers; Compensation/Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Pollution Legal Liability, Property/Builder's Risk Insurance. Therefore, my question would be do you require the bidder to submit a copy of All of these insurance at the time of the bid? Or is the contractor to supply a copy of these after the notice of award?

ANSWER: **The insurance requirement that is needed during the bid submission is simply a proof of insurance by including a copy of your current certificate of Insurance. However, once the contractor is awarded the bid, they must have all the required insurance requirements in order to proceed with the award process.**

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

Signature: _____
Manual

Signature: Howell Long
Typed or Printed

Company Name: H & J Contracting, Inc

Address: 3160 Fairlane Farms Road Wellington, Florida 33414

Date: May 1, 2024

/lh

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.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

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.

8 Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? 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.

11. List your major equipment available for this contract.
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.)

13. Background and experience of the principal members of your company, including the officers.

14. Give bank reference.

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.

H & J CONTRACTING, INC.

TOTAL SITE DEVELOPMENT

1. Name of Bidder.
H & J Contracting, Inc

2. Permanent Main Office address.
3160 Fairlane Farms Rd, Wellington, FL 33414

3. When organized?
Date of Incorporation: 01/30/1998

4. If a corporation, where incorporated?
State of Incorporation: Florida

5. How many years have you been engaged in construction under this present firm or trade name?
26 YEARS

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)
See attached.

7. General character of work performed by you.
Total site development

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.
See attached.

11. List your major equipment available for this contract.
See attached.

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.)
See attached.

H & J CONTRACTING, INC.

TOTAL SITE DEVELOPMENT

13. Background and experience of the principal members of your company, including the officers.

Resumes attached.

14. Give bank reference.

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.

H & J CONTRACTING, INC.

TOTAL SITE DEVELOPMENT

6. Contracts on hand (of similar scope)

JOB NAME	GROSS AMT	ANTICIPATED COMPLETION
Avenir Spine Roads 4,5, 6	$3,277,519	August 2024
Central Parkway	$575,000	June 2024

10. Recent contracts completed (of similar scope)

JOB NAME	GROSS AMT	COMPLETED	REFERENCE
Tradition Parkway	$3,379,681	May 2023	Anissa Cruz 954-415-0229
Wylder Parkway	$6,736,740	Oct 2023	Brennan Dwyer 904-316-9289

12. Experience in work similar to this project

In addition to the above-mentioned projects, H & J Contracting also recently worked in the following projects: Spine Roads 1-3 at Avenir in Palm Beach Gardens, FL; Southern Grove 4C Paar Drive in Port Saint Lucie, FL.

14. Bank Reference

Seacoast Bank
12796 Forest Hill Blvd
Wellington, FL 33414
Contact: Beau Marburger

Telephone: 561-335-5205
Email: beau.marburger@seacoastbank.com

JEREMY J. RURY
11911 SE Tiffany Way
Tequesta, FL 33469
561-719-1657
jeremy@hjcontracting.com

OBJECTIVE:

To exhibit to those that read this resume that I am a capable member of H&J Contracting, Inc. and H&J Contracting of SC, LLC.

SYNOPSIS:

Able to recognize and accomplish company goals. Established leader in building and site construction having hands on purchasing and budgeting experience. Fluent plan reader with extensive experience in managing and scheduling all phases of construction. A motivator to business associates, as well as the public. Possess excellent written and oral skills.

EDUCATION:

ILLINOIS STATE UNIVERSITY-Normal, IL — May 1999
Bachelor of Science Degree
Major: Industrial Technology
Sequence: Construction Management

RELATED WORK EXPERIENCE:

H & J Contracting, Inc – Wellington, FL — September 2009 – Present
VICE PRESIDENT

- Supervise Preconstruction services while building and maintaining industry partnerships
- Lead day to day operations of Project Management and Field Supervision
- Ultimately responsible for the Companies profit and loss results
- Recruit and maintain staffing

H & J Contracting of SC, LLC – Summerville, SC — February 2014 - Present
PRESIDENT

- Supervise Preconstruction services while building and maintaining industry partnerships
- Lead operations of Project Management and Field Supervision
- Ultimately responsible for the Companies profit and loss results
- Recruit and maintain staffing

Centex Homes - Boynton Beach, FL — May 2004 – September 2009
DIRECTOR OF LAND DEVELOPMENT / CORP "ACE" MANAGER

- Created and implemented the one best way of Land Development Nationwide
- Motivate, guide, and coordinate team members to reach personal and professional goals
- Responsible for all aspects of land development for the Southeast Florida division from feasibility studies to project turnovers
- Directly lead, support and coordinate 3 separate departmental teams to achieve company goals
- Currently establish, manage and maintain 29 communities in multiple stages of construction with a combined budgeted amount of $1.5 billion, resulting in an annual spend of over $500 million
- Frequently update departmental initiatives to support company business plan
- Represent Centex Homes to business partners, lenders and governmental agencies

Holder Construction Company, LLC – Atlanta, GA — August 2000 – May 2004
SENIOR PROJECT ENGINEER / PROJECT MANAGER

- Established and managed project budgets and schedules
- Evaluated, selected and purchased trade contractors and material suppliers
- Facilitated design build teams to accommodate the client's needs

Stark Excavating, Inc. – Bloomington, IL — January 1999 – August 2000
PROJECT ENGINEER

- Estimated, managed and tracked both potential and active projects
- Executed material purchases and subcontractor selections

ADVANCED COMPUTER SKILLS:

AutoCAD 13&14	HEAVY BID / AGTEK	SURE TRACK / PRIMAVERA / MICROSOFT PROJECT
EXCEL/LOTUS	TIMBERLINE / QUEST	M-POWER / EXPEDITION
POWER BI	MICROSOFT PROJECT	VISTA
BID 2 WIN	PLAN SWIFT	STREET SMARTS

COLLEGE ACTIVITES:

ASSOCIATED SCHOOLS OF CONSTRUCTION COMPETITION TEAM

Represented Illinois State University's C.M. program in Terra Haute, Indiana, while being President of the AGC's student chapter

NATIONAL ASSOCIATION OF HOME BUILDERS COMPETITION

Represented Illinois State University's C.M. program in Dallas, Texas, while being Vice President of the NAHB's student chapter

HONORS:

Centex Homes 2007, noted as one of the top 10 Land Managers within the Centex Homes Corporation
Centex Homes 2006 Land Development Employee of the Year
Centex Homes 2005 Extra Mile Award
Centex Homes 2004 Make It Happen Award
BUILDER MAGAZINE'S TALENT SCOUT AWARD 1999

REFERENCES:

Available upon request

Meghan Whitten

561-801-0016 • mwhitten@hjcontracting.com

Education

Masters of Agribusiness, December 2006
University of Florida, Gainesville Florida
GPA 3.75

Bachelor of Art in Business Administration, Cum Laude, May 2005
Minor in Management and Sales in Agribusiness
Specialization: Finance, Marketing, and Economics
University of Florida, Gainesville Florida
GPA 3.6

Experience

H & J Contracting, West Palm Beach, FL

Comptroller January 2009 - Present

Office Manager January 2007 – December 2008

Payroll Clerk Summer 2005
Produced weekly payroll for over 200 employees. Vast experience using Streets Smart and Smart Traxx technology. Accelerated payroll processing by one and a half days time. Decreased error by 30%.

Accounts Payable Internship Summer 2003
Experience using Quick Books and Streets Smart accounting software. Input data, filed, and produced job cost spreadsheets for upper management.

Administrative Assistant Summer 2002
Acquired comprehensive financial management skills and in depth computer experience.

Secretary Summer 1998
Developed interpersonal communication skills and learned about the different elements involved in the Site Development industry. Filed, typed proposals and bids, and worked on researching future customers' backgrounds

Activities/Achievements

The National Dean's List Fall 2005
Member by nomination by university faculty; acceptance criteria included academic excellence and extra curricula activities.

University Dean's List Four Semesters
Academic honors given to students with a semester GPD higher than 3.5

Competition Team Member Spring 2004 – Fall 2005
Food and Resource Economics Quiz Bowl Team
Member of this academic team and competed in the southern region finals

Historian & Public Relations Chairperson Spring 2003 – Fall 2005
National Agri-Marketing Association
Created a portfolio of the UF chapter's events and received first place in the national competition

Regional Director Spring 2002–Spring 2005
Out Reach Program – Ambassador
Managed 35 students with coordinating visits to high schools twice a year throughout the state of Florida with the purpose to recruit minority students to the University of Florida.

Skills:

Proficient in the use of various computer software packages
- Microsoft Office Products
- Streets Smart
- Smart Traxx
- Simetar
- SAS 8.2

Competent in regression analysis and econometrics
Experienced in managing and motivating others
Skilled in decision making and problem solving

3160 Fairlane Farms Rd
Wellington, FL 33414

Howell V. Long III

Experience

Dec, 2014 – Current H & J Contracting, Inc. Wellington, FL
Chief Estimator & Director of Pre-Construction

Jun, 2011 – Dec, 2014 H & J Contracting, Inc. Wellington, FL
Senior Estimator

May, 2002 – Jun, 2011 H & J Contracting, Inc. Wellington, FL
Project Manager, Estimator

Education

June 1996 – May 2002 University of Florida Gainesville, FL

- **B.S. Building Construction**

Licensing

Florida Construction Industry Licensing Board

- **Certified General Contracting License # CGC 1506554**
  Primary Qualifier, H & J Contracting, Inc. Dec, 2003 – Current
- **Certified Underground Utilities and Excavation License # CUC1223823**
  Primary Qualifier, H & J Contracting, Inc. March, 2003 – Present
- **Certified General Contracting License # CGC 1509224**
  Primary Qualifier, HVL Construction, LLC Jun, 2005 – Current

Qualifications

- Software Proficiencies: Agtek Gradework 4D, Bid 2 Win Estimating Software, Microsoft Project, Trimble GPS Grade Control Software
- Contract Review, Plan Reading
- Competency in Division II Plan Takeoff, including Paving, Grading, Earthwork, Underground Utilities
- Familiar with FDOT, OSHA and MSHA regulations
- Certified NPDES Inspector

(772) 453-3509
rreckline@hjcontracting.com

ROBERT RECKLINE

OBJECTIVE

Seeking a challenging position in site development where I can utilize my skills and previous experience to contribute to the success of the company.

SKILLS

MOT Advanced
Storm Water Pollution
OSHA 10 HR
OSHA 30 HR
Asphalt 1
Asphalt 2

WORK HISTORY

GENERAL SUPERINTENDENT, H & J CONTRACTING, INC, WELLINGTON, FLORIDA
August 2016 - Present
SUPERINTENDENT, COMMUNITY ASPHALT CORP, WEST PALM BEACH, FLORIDA
February 2003 – August 2016

EDUCATION

HIGH SCHOOL DEGREE, FORT PIERCE CENTRAL HIGH SCHOOL, 2002
General studies.

REFERENCES

AVAILABLE UPON REQUEST

H & J Equipment Master Listing 2023

HJ #	HJ #	Make	Asset ID	Yr	Description
DEP SCH Y/N	BACKHOES				TOTAL MACHINES
Y	H-104	Caterpillar	Machinery	2009	CAT 336CL w/bucket w/Shear
Y	H-107	Caterpillar	Machinery	2009	CAT 336DL w/Grapple, Shear
Y	H-138	Caterpillar	Machinery	2011	CAT 390DL 3/bkts, 14'5" stick
Y	H-142	Caterpillar	Machinery	2012	CAT 336EL w/bkt Tier4 Long reach
Y	H-143	Caterpillar	Machinery	2012	CAT 336EL w/bk t4Tier4 long reach
Y	H-157	Caterpillar	Machinery	2012	CAT 320EL w/hammer hydraulics
Y	H-162	Caterpillar	Machinery	2012	CAT 336EL w/bkts/shear/Rake
Y	H-166	Caterpillar	Machinery	2013	CAT 336EL ARO w/bkt (GPS-25A, 3
Y	H-176	Caterpillar	Machinery	2014	CAT 320EL w/bkt
Y	H-178	Caterpillar	Machinery	2011	CAT 320EL Long Reach w/bkt/thum
Y	H-182	Caterpillar	Machinery	2014	CAT 336E (GPS-31A, 30B,C,D)
Y	H-187	Caterpillar	Machinery	2014	CAT 336EL HYB w/bkt
Y	H-189	Caterpillar	Machinery	2014	CAT 308E w/hammer hydraulics
Y	H-208	Caterpillar	Machinery	2015	CAT 336FL w/grade control
Y	H-212	Caterpillar	Machinery	2015	CAT 323FL w/thumb (bkt teeth ref #
Y	H-214	Caterpillar	Machinery	2014	CAT 320EL w/hammer hyd (bkt tee
Y	H-221	Caterpillar	Machinery	2012	CAT 324EL (54" GP bkt, Grapple)
Y	H-226	Caterpillar	Machinery	2016	CAT 336FL (GPS-35)
Y	H-231	Caterpillar	Machinery	2015	CAT 336E Hyd/underwater hammer
Y	H-244	Caterpillar	Machinery	2016	CAT 336F
Y	H-261	Caterpillar	Machinery	2017	CAT 336FL (GPS-57)
Y	H-263	Caterpillar	Machinery	2018	CAT 336FL (GPS-65)
Y	H-264	Caterpillar	Machinery	2018	CAT 336FL (GPS-66)
Y	H-268	Caterpillar	Machinery	2018	CAT 349F
Y	H-269	Caterpillar	Machinery	2018	CAT 336FL (GPS-68) (grade contro
Y	H-279	Caterpillar	Machinery	2018	CAT 336FL (GPS-69)
Y	H-280	Caterpillar	Machinery	2018	CAT 336FL (GPS-70)
Y	H-286	John Deere	Machinery	2019	JD 26G Compact Excavator
Y	H-289	Caterpillar	Machinery	2019	CAT 336 (GPS)
Y	H-292	Caterpillar	Machinery	2019	CAT 336L
Y	H-302	Caterpillar	Machinery	2021	CAT 308ECR RUBBER TRACKS
Y	H-304	Caterpillar	Machinery	2021	CAT 336 (GPS INV22278 / EQ00973
Y	H-306	Caterpillar	Machinery	2021	CAT 336GC
Y	H-308	Caterpillar	Machinery	2021	CAT 320
Y	H-311	Volvo	H&J	2021	VOLVO EC380EL
Y	H-312	Caterpillar	Machinery	2021	CAT 320 (GPS)
Y	H-313	Caterpillar	Machinery	2021	CAT 336 (GPS)
Y	H-315	Caterpillar	Machinery	2021	CAT 336 (GPS)
Y	H-318	John Deere	H&J	2021	JD 350GLC EXC
Y	H-319	Caterpillar	Machinery	2021	CAT 320
Y	H-324	Caterpillar	Machinery	2021	CAT 336 (GPS EQ105743)

HJ #	HJ #	Make	Asset ID	Yr	Description
Y	H-325	Caterpillar	Machinery	2022	CAT 349F
Y	H-327	Caterpillar	Machinery	2022	CAT 336
Y	H-330	Caterpillar	Machinery	2022	CAT 320
Y	H-331	Caterpillar	Machinery	2022	CAT 336GC
Y	H-334	Komatsu	Machinery	2021	Komatsu PC390LC-11
Y	H-335	Caterpillar	Machinery	2022	CAT 336 (GPS S/N GYD01978/EQ0110158)
Y	H-337	Caterpillar	Machinery	2022	CAT 336 (GPS EQ0110475)
Y	H-338	Caterpillar	Machinery	2022	CAT 336 (GPS S/N 1432J068XT)
Y	H-339	Caterpillar	Machinery	2022	CAT 336
Y	H-340	Caterpillar	Machinery	2022	CAT 336
Y	H-341	Caterpillar	Machinery	2022	CAT 336 (GPSEQ0111989)
Y	H-343	Caterpillar	Machinery	2022	CAT 336 (GPS EQ0112285 / 1562J001XT
Y	H-345	Caterpillar	Machinery	2022	CAT 340
N	H-351	Caterpillar	Machinery	2023	CAT 323FL w/bkt & hlcpowertilt
N	H-352	Caterpillar	Machinery		CAT 303.5
	CAT total	52			
	DOZERS				TOTAL MACHINES
Y	D-87	Caterpillar	Machinery	2011	CAT D8T
Y	D-137	Caterpillar	Machinery	2016	CAT D6N LGP (GPS)
Y	D-142	Caterpillar	Machinery	2017	CAT D5K2LGP (GPS-44)
Y	D-144	Caterpillar	Machinery	2017	CAT D6NLGP Intergraded (GPS-60)
Y	D-152	Caterpillar	Machinery	2017	CAT D6NLGP (GPS-62)
Y	D-153	Caterpillar	Machinery	2018	CAT D5K2 LGP (GPS-63)
Y	D-160	Caterpillar	Machinery	2018	CAT D6NLGP (GPS-41)
Y	D-161	Caterpillar	Machinery	2018	CAT D6NLGP (GPS)
Y	D-162	Caterpillar	Machinery	2018	CAT D6NLGP (GPS)
Y	D-164	Caterpillar	Machinery	2018	CAT D6NLGP
Y	D-166	Caterpillar	Machinery	2018	CAT D6TLGP
Y	D-169	Caterpillar	Machinery	2019	CAT D6VPLGP
Y	D-170	Caterpillar	Machinery	2019	CAT D6 LGP

HJ #	HJ #	Make	Asset ID	Yr	Description
Y	D-171	Caterpillar	Machinery	2020	CAT D6NLGP
Y	D-173	Caterpillar	Machinery	2020	CAT D6NLGP
Y	D-181	Caterpillar	Machinery	2021	CAT D3LGP **(GPS) installed 05/21/2**
Y	D-182	Caterpillar	Machinery	2021	CAT D3LGP **(GPS) installed 05/21/2**
Y	D-183	Caterpillar	Machinery	2021	CAT D6LGP
Y	D-184	Caterpillar	Machinery	2021	CAT D5LGP **(GPS)**
Y	D-186	Caterpillar	Machinery	2021	CAT D5LGPVP **(GPS)** installed
Y	D-187	Caterpillar	Machinery	2021	CAT D5LGPVP **(GPS)**
Y	D-188	Caterpillar	Machinery	2021	CAT D6 LGP **(GPS) installed**
Y	D-189	Caterpillar	Machinery	2021	CAT D5LGPVP **(GPS-76)**
Y	D-190	Caterpillar	Machinery	2022	CAT D5LGPVP **(GPS) installed EQ1**
Y	D-191	Caterpillar	Machinery	2022	CAT D3LGP (GPS S/N 1452J095XT)
N	D-194	Komatsu	H&J	2022	Komatsu D71PX-24
Y	D-196	Caterpillar	Machinery	2022	CAT D5LGPVP **(GPS) installed** EQ0
Y	D-197	Caterpillar	Machinery	2022	CAT D5LGPVP **(GPS) installed** EQ0
Y	D-198	Caterpillar	Machinery	2022	CAT D5LGPVP **(GPS) installed** EQ0
Y	D-200	Caterpillar	Machinery	2022	CAT D5LGPVP
Y	D-201	Caterpillar	Machinery	2022	CAT D5LGPVP **(GPS) installed** EQ0
Y	D-202	Caterpillar	Machinery	2022	CAT D5 LPG W/GPS
Y	D-203	Caterpillar	Machinery	2022	CAT D5 LGP **(GPS) installed EQ01**
Y	D-204	Caterpillar	Machinery	2022	CAT D5 LGP W/GPS
N	D-206	Komatsu	Machinery	2023	Komatsu D61PX-24
N	D-207	Caterpillar	Machinery	2023	CAT D6VPLGP (GPS)
	CAT total	**34**			
	LOADERS				**TOTAL MACHINES**
Y	L-1	Caterpillar	NA	1984	CAT 936E
Y	L-125	Caterpillar	Machinery	2015	CAT 938K W/3rd valve, bkt & clamp
Y	L-126	Caterpillar	Machinery	2015	CAT 938K W/3rd valve, bkt & clamp
Y	L-127	Caterpillar	Machinery	2015	CAT 938K W/3rd valve, bkt & clamp
Y	L-128	Caterpillar	Machinery	2015	CAT 938K W/3rd valve, bkt & clamp
Y	L-131	Caterpillar	Machinery	2015	CAT 938K W/3rd valve, bkt & clamp

HJ #	HJ #	Make	Asset ID	Yr	Description
Y	L-138	Caterpillar	Machinery	2016	CAT 938M W/3rd valve, bkt & clamp
Y	L-141	Caterpillar	Machinery	2016	CAT 938M W/bkt & forks
Y	**L-144**	**Caterpillar**	**Machinery**	**2016**	**CAT 938M W/bkt & forks**
Y	**L-145**	**Caterpillar**	**Machinery**	**2017**	**CAT 930M**
Y	L-147	Caterpillar	Machinery	2017	CAT 938M
Y	L-148	Caterpillar	Machinery	2017	CAT 938M
Y	L-149	Caterpillar	Machinery	2017	CAT 938M
Y	L-154	Caterpillar	Machinery	2018	CAT 938M
Y	L-155	Caterpillar	Machinery	2018	CAT 938M
Y	L-157	Caterpillar	Machinery	2018	CAT 938M
Y	L-161	Caterpillar	Machinery	2020	CAT 938M
Y	L-162	Caterpillar	Machinery	2020	CAT 950M
Y	L-165	Caterpillar	Machinery	2020	CAT 966M
Y	L-169	Caterpillar	Machinery	2021	CAT 966M
Y	L-170	Caterpillar	Machinery	2021	CAT 938M
Y	L-173	Caterpillar	Machinery	2021	CAT 950M
Y	L-174	Caterpillar	Machinery	2021	CAT 938M
Y	L-176	Caterpillar	Machinery	2021	CAT 950M
Y	L-177	Caterpillar	Machinery	2022	CAT 938M
Y	**L-178**	**Caterpillar**	**Machinery**	**2022**	**CAT 966M**
Y	L-179	Caterpillar	Machinery	2022	CAT 950GC
Y	L-180	Caterpillar	Machinery	2022	CAT 938M
Y	L-181	Caterpillar	Machinery	2022	CAT 938M
Y	**L-183**	**Caterpillar**	**Machinery**	**2022**	**CAT 938M**
Y	**L-184**	**Caterpillar**	**Machinery**	**2022**	**CAT938M**
N	L-185	Caterpillar	Machinery	2023	CAT938M
N	L-186	Caterpillar	Machinery	2023	CAT938M
N	L-187	Caterpillar	Machinery	2023	CAT966GC
	CAT total	**34**			
	SKID STEERS				**TOTAL MACHINES**
	SD-10	Caterpillar	Bahamas	2006	CAT 268B
Y	SD-65	Caterpillar	Machinery	2017	CAT 289D
Y	SD-67	Caterpillar	Machinery	2018	CAT 289D
Y	**SD-79**	John Deere	Machinery	2019	JD 325G OPEN CAB
Y	**SD-80**	John Deere	Machinery	2019	JD 333G (waiting for new mach)
Y	**SD-87**	Caterpillar	Machinery	2020	CAT 289D3
Y	**SD-89**	John Deere	Machinery	2020	JD 325G
Y	**SD-90**	John Deere	Machinery		JD 325G
Y	**SD-91**	John Deere	Machinery		JD 333G (84" bucket)
Y	**SD-93**	John Deere	Machinery		JD 331G (C84 bucket)
Y	**SD-94**	John Deere	Machinery		JD 331G
Y	**SD-96**	Caterpillar	Machinery	2021	CAT 289D3
Y	**SD-98**	Takeuchi	Machinery	2020	Takeuchi TL1R2CRH (BUCKET-80)
Y	**SD-102**	Caterpillar	Machinery	2021	CAT 289D3
Y	**SD-104**	Caterpillar	Machinery	2022	CAT 299D3XE
Y	**SD-105**	Caterpillar	Machinery	2022	CAT 272D3

HJ #	HJ #	Make	Asset ID	Yr	Description
Y	SD-107	Caterpillar	Machinery	2022	CAT 279D3
N	SD-108	Caterpillar	Machinery	2022	CAT 279D3 (replacing SD-106)
Y	SD-110	Caterpillar	Machinery	2022	CAT 289D3
Y	SD-111	Caterpillar	Machinery	2022	CAT 289D3
N	SD-112	Caterpillar	Machinery	2023	CAT 289D3
Y	SD-114	Caterpillar	Machinery	2023	CAT 289D3
Y	SD-115	Caterpillar	Machinery	2023	CAT 289D3
Y	SD-116	Caterpillar	Machinery	2023	CAT 289D3
Y	SD-117	Caterpillar	Machinery	2023	CAT 289D3
	CAT total	17			
	ON-RD DUMP TRUCKS				TOTAL MACHINES
Y	DT-1020	Kenworth	Machinery	2017	T880
Y	DT-1021	Kenworth	Machinery	2017	T880
Y	DT-1022	Kenworth	Machinery	2017	T880
Y	DT-1023	Kenworth	Machinery	2017	T880
Y	DT-1024	Kenworth	Machinery	2018	T880
Y	DT-1025	Kenworth	Machinery	2018	T880
Y	DT-1026	Kenworth	Machinery	2018	T880
Y	DT-1027	Kenworth	Machinery	2018	T880
Y	DT-1028	Kenworth	Machinery	2018	T880
Y	DT-1029	Kenworth	Machinery	2018	T880
Y	DT-1030	Kenworth	Machinery	2018	T880
Y	DT-1031	Kenworth	Machinery	2018	T880
Y	DT-1032	Kenworth	Machinery	2018	T880
Y	DT-1033	Kenworth	Machinery	2018	T880
Y	DT-1034	Kenworth	Machinery	2018	T880
Y	DT-1035	Kenworth	Machinery	2018	T880
Y	DT-1036	Kenworth	Machinery	2018	T880
Y	DT-1037	Kenworth	Machinery	2018	T880
	WATER TRUCKS				TOTAL MACHINES
Y	T-12	ARMY	H&J	2000	ARMY WATER TRUCK
Y	T-15	Water Truck	Marine	1979	79 WATER TRUCK
Y	T-19	Caterpillar	Machinery	1995	CAT D25D WATER TRUCK
Y	T-20	Water Truck	NA	1964	INTERNATIONAL D-945
Y	T-23	ARMY	H&J	1969	ARMY WATER TRUCK
Y	T-24	Caterpillar	Machinery	1999	CAT D25D WATER TRUCK
Y	T-31	ARMY	NA		ARMY M923A2 5 ton
Y	T-32	ARMY	Machinery	1996	S&S M1078 LMTV
T	T-33	ARMY	Machinery	1996	S&S M1078 LMTV
Y	T-36	ARMY	Machinery	1994	S&S M1081 LMTV
Y	T-37	ARMY	Machinery	1994	S&S M1078 LMTV

HJ #	HJ #	Make	Asset ID	Yr	Description
Y	T-38 in SC	ARMY	Machinery	1991	Truck Cargo 5 Ton 6X6 M923A2 WO
Y	T-40	ARMY	Machinery	1994	ARMY WATER TRCK
Y	T-41	ARMY	Machinery	1997	ARMY WATER TRCK
	CAT total	**2**			
	FUEL TRUCKS				**TOTAL MACHINES**
Y	**FT-15**	MACK	H&J	2004	2004 CV713 FUEL TRUCK
Y	FT17	ARMY	H&J		ARMY FUEL TRUCK
Y	FT-18	ARMY	H&J		ARMY OFF RD FUEL TRUCK
Y	FT-19	ARMY	NA		ARMY OFF RD FUEL TRUCK
Y	FT-20	ARMY	NA		ARMY OFF RD FUEL TRUCK
Y	FT-21	ARMY	H&J		ARMY OFF RD FUEL TRUCK
Y	**FT-22**	Kenworth	H&J	2007	T800 ON RD FUEL (eng s/n
Y	**FT-24**	PeterBilt	Machinery	2010	367 PETERBILT ON RD FUEL TRK
Y	FT-25	Volvo	NA	1996	VOLVO TRACTOR TRAILER OFF R
Y	FT-26	ARMY	NA	1993	ARMY OFF RD FUEL TRUCK
Y	FT-27	ARMY	P of PB		ARMY OFF RD FUEL TRUCK
Y	FT-29	ARMY	NA	1993	ARMY OFF RD FUEL TRUCK
Y	FT-30	International	Machinery	1994	INTERNATIONAL 4900 ON RD
Y	FT-34	ARMY	Machinery	1994	S&S M1081 LMTV OFF RD FUEL TF
Y	FT-35	ARMY	H&J		BMY M934A2 5 ton 6x6 OFF RD FUE
Y	**FT-36**	Kenworth	H&J	2021	KENWORTH T880 ON RD
Y	**FT-37**	Kenworth	H&J	2021	KENWROTH T880 ON RD
Y	FT-38	ARMY	NA	1995	ARMY M1078
Y	**FT-39**	Kenworth	H&J	2024	Kenworth T880 fuel truck
	LOWBOYS				**TOTAL MACHINES**
Y	LT-10	Kenworth	Machinery	2017	T-880 Kenworth Lowboy
Y	**LT-11**	Kenworth	Machinery	2018	T-880 Kenworth Lowboy
Y	**LT-12 SC**	Kenworth	Machinery	2019	T-880 Kenworth Lowboy
Y	**LT-14**	Kenworth	H&J	2021	T-880 Kenworth Lowboy
Y	**LT-16**	Kenworth	H&J	2016	T-800 Kenworth Lowboy
Y	**LT-17**	Kenworth	H&J	2024	T-880 Kenworth Lowboy
	END DUMPS				**TOTAL MACHINES**
N	313	Caterpillar	Machinery		CAT 725
Y	326	Caterpillar	Machinery	2022	CAT 740GC
Y	332	Caterpillar	Machinery	2021	CAT 740GC
Y	333	Caterpillar	Machinery	2021	CAT 740GC
Y	338	Caterpillar	Machinery	2022	CAT 740GC
N	339	Caterpillar	Machinery	2022	CAT 740GC

HJ #	HJ #	Make	Asset ID	Yr	Description
N	340	Caterpillar	Machinery	2022	CAT 740GC
N	341	Caterpillar	Machinery	2022	CAT 740GC
N	342	Caterpillar	Machinery	2022	CAT 725
N	343	Caterpillar	Machinery	2022	CAT 740GC
N	344	Caterpillar	Machinery	2022	CAT 740GC
N	346	Caterpillar	Machinery	2022	CAT 740GC
N	347	Caterpillar	Machinery	2022	CAT 740GC
N	348	Caterpillar	Machinery	2022	CAT 740GC
N	349	Caterpillar	Machinery	2021	CAT 725
N	350	Caterpillar	Machinery	2023	CAT 725
N	351	Caterpillar	Machinery	2023	CAT 740
N	352	Caterpillar	Machinery	2023	CAT 740GC
N	353	Caterpillar	Machinery	2023	CAT 740GC
N	356	Caterpillar	Machinery	2023	CAT 725
N	357	Caterpillar	Machinery		CAT 725
N	358	Caterpillar	Machinery		CAT 740
N	359	Caterpillar	Machinery		CAT 740
N	360	Caterpillar	Machinery		CAT 740
	CAT total	**24**			
	ROLLERS				**TOTAL MACHINES**
Y	R-5	Ingram	Marine	2000	INGRAM ROLLER (steel roller)
Y	R-25	Ingram	H&J	2000	INGRAM 10-12 TON (steel roller)
Y	R-32	Caterpillar	Machinery	2004	CAT 533-E
Y	R-33	Caterpillar	Machinery	2003	CAT 533-E
Y	R-34	Ingram	H&J	2000	INGRAM 10-12 TON (steel roller) en
Y	R-35	Ingram	H&J	2000	INGRAM 10-12 TON (steel roller)
Y	R-37	Caterpillar	Machinery	2005	CAT CS 533E
Y	R-48	Caterpillar	Machinery	2005	CAT CS 533E (SHEEPS FOOT)
Y	R-49	Caterpillar	Machinery	2006	CAT CS 533E (SHEEPS FOOT)
Y	R-50	Caterpillar	Machinery	2006	CAT CS 423E
Y	R-51	Caterpillar	Machinery	2006	CAT CS 423E
Y	R-52	Supertrak	Machinery	2005	S3-12 (steel roller)
Y	R-53	Supertrak	Machinery	2005	S3-12 (steel roller)
Y	R-57 in SC	Caterpillar	Machinery	2007	CAT CS 423
Y	R-59	Caterpillar	Machinery	2008	CAT CS 423
Y	R-61	Caterpillar	Machinery	2009	CAT CB34
Y	R-78	Caterpillar	Machinery	2014	CAT CS54B (SHEEP FOOT)
Y	R-79	Caterpillar	Machinery	2014	CAT CS54B (SHEEP FOOT)
Y	R-81	Caterpillar	Machinery	2015	CAT CS56B
Y	R-83	Caterpillar	Machinery	2015	CAT CS44 Vibratory soil compactor
Y	R-84	Bomag	Machinery	2015	BOMAG BW211D-50
Y	R-85	Caterpillar	Machinery	2016	CAT CS44B
Y	**R-97**	Bomag	H&J	2018	BOMAG BW211
Y	**R-98**	Bomag	Machinery	2019	BOMAG BW211
Y	R-93	Caterpillar	Machinery	2017	CAT CS44B (SHEEPFOOT DRUM)
Y	R-99	Caterpillar	Machinery	2018	CAT CS44B
Y	R-104	Caterpillar	Machinery	2020	CAT CS54B with canopy
Y	R-105	Caterpillar	H&J	1989	INGRAM 12-TON Static Roller (steel

HJ #	HJ #	Make	Asset ID	Yr	Description
Y	R-108	Ingram	H&J	2000	INGRAM ROLLER (steel roller) - AK
Y	**R-119**	Caterpillar	Machinery	2021	CATCS11GC
Y	**R-120**	Caterpillar	Machinery	2022	CAT CS34
Y	**R-123**	Caterpillar	Machinery	2022	CATCS11GC
Y	**R-128**	Caterpillar	Machinery	2022	CAT CS56B
Y	R-129	Ingram	H&J	1972	INGRAM 12 TON (steel roller)
Y	R-130	Ingram	H&J	1977	INGRAM 12 TON (steel roller)
Y	R-131	Ingram	H&J		INGRAM 12T-3W DOUBLE DRUM
Y	R-132	Ingram	H&J		INGRAM 3W SINGLE DRUM STATI
Y	R-134	Caterpillar	Machinery	2022	CATCS11GC
Y	R-136	Caterpillar	Machinery	2023	CATCS10GC
Y	R-137	Caterpillar	Machinery	2023	CATCS11GC
Y	R-138	Caterpillar	Machinery	2023	CAT CS54B
N	R-139	Caterpillar	Machinery	2023	CAT S34
N	R-140	Caterpillar	Machinery	2023	CAT CS56B
N	R-142	Caterpillar	Machinery	2023	CAT CB2.7GC
	CAT total	**29**			.
	BOX BLADES/TRACTORS/SWEEPERS				
Y	B-41 in SC	Laymor	H&J	2004	**LAYMOR SWEEPER RIDER**
Y	B-53	Broce	Machinery	2014	**BROCE BB250C BROOM - Sweepe**
Y	B-55	John Deer	Machinery	2015	JD 5065E
Y	B-56	John Deer	Machinery	2014	JD 7210R
Y	B-59	Broce	Machinery	2016	**BROCE BB250C BROOM TOW BEH**
Y	B-60	Broce	Machinery	2016	**BROCE BB250C BROOM TOW BEH**
Y	B-63	John Deere	Machinery	2016	JD 5065E W/forks FK-20
Y	B-67	John Deere	Machinery	2017	JD 5065E
Y	B-70	Broce	Machinery	2017	**BROCE BW260 BROOM**
Y	B-71	John Deer	Machinery	2016	JD 8320R **(GPS-56)**
Y	B-75	Broce	Machinery	2017	**BROCE BW260 BROOM**
Y	B-76	Broce	Machinery	2017	**BROCE BW260 BROOM**
Y	B-78	John Deer	Machinery	2017	JD 5065E
Y	B-79	John Deer	Machinery	2017	JD 5065E
Y	B-82	Broce	Machinery	2018	**BROCE BREBB250B BROOM**
Y	B-87	Broce	Machinery	2018	**BROCE BW260 BROOM**
Y	B-89	Broce	Machinery	2019	**BROCE BW260 BROOM**
Y	**B-92**	John Deere	Machinery	2019	**JD 5065E**
Y	B-97	Caterpillar	Machinery	2018	BREBBB250B BROOM
Y	**B-98**	John Deere	Machinery	2020	JD 6155M
Y	**B-100**	John Deere	Machinery	2022	JD 5065E
Y	**B-101**	Laymor	Machinery	2022	LAYMOR SWEEP
Y	**B-104**	John Deere	Machinery	2021	JD 9420R
Y	B-105	Broce	H&J	2022	BB 250-B
Y	B-107	Laymor	Machinery	2022	LAYMOR SWEEPERMASTER 300
Y	B-108	Laymor	Machinery	2022	LAYMOR SWEEPERMASTER 300
Y	B-109	John Deere	Machinery		JD 5065E

HJ #	HJ #	Make	Asset ID	Yr	Description
Y	B-110	Laymor	Machinery	2023	LAYMOR SWEEPERMASTER 300
Y	B-111	John Deere	H&J	2022	JD 9R 440 Tractor
	SCREENS				TOTAL MACHINES
Y	S-15	Powerscreen	Machinery	2007	CHIEFTAIN 2100
	CHIPPERS/MIXERS				TOTAL MACHINES
Y	M-4	Caterpillar	Machinery	2004	RM250C MIXER
Y	M-11	Morbark	Machinery	2007	WOOD HOG 6600
Y	M-14	Morbark	Machinery	2005	WOOD HOG 6600
Y	M-20	Caterpillar	Machinery	2018	CAT RM300 RECLAIMER MIXER
Y	M-21	Morbark	Machinery	2007	WOOD HOG 6600
Y	M-23	Morbark	H&J	2023	TIRECAT 6900 GRINDER
	CAT total	2			
	COMBINATION				TOTAL MACHINES
Y	C-17	Caterpillar	Machinery	2016	CAT 420F2 IT w/2bkts & forks
Y	C-18	Caterpillar	Machinery	2016	CAT 420F2 IT w/2 bkts & forks
Y	C-23	Caterpillar	Machinery	2020	CAT 420F2 IT
Y	C-25	John Deere	H&J		JD 310SL
Y	C-27	Caterpillar	Machinery		CAT 420XE
	CAT total	4			
	GRADERS				TOTAL MACHINES
Y	G-37	Caterpillar	Machinery	2015	CAT 12M3AWD (GPS-33)
Y	G-40	Caterpillar	Machinery	2017	CAT 12M3
Y	G-43	Caterpillar	Machinery	2017	CAT 140K
Y	G-45	Caterpillar	Machinery	2018	CAT 140K
Y	G-47	Caterpillar	Machinery	2021	CAT 140YOY
Y	G-51	Caterpillar	Machinery	2023	CAT 140K-15AWD
	CAT total	6			
	CRUSHERS				TOTAL MACHINES
Y	CRUSH-10	Powerscreen	Machinery	2015	TESAB 10570 JAW
	Caterpillar	204			Total Equip:

BID FORMS

Dated at 3160 Fairlane Farms Road Wellington, Florida 33414 this 1st day of May, 2024.

Contractor:

H & J Contracting, Inc

By Howell Long

Chief Estimator
(Name & Title)

County of Palm Beach
State of Florida

Howell Long, being duly sworn, deposes and says that he is Chief Estimator of H & J Contracting, 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 1 day of May, 2024.

Notary Public

My Commission Expires:

11/9/27 (Seal)

CHRISSY L. ARNOLD
Commission # HH 420088
Expires November 9, 2027

END OF SECTION

BID FORMS

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

Howell Long, being first duly sworn, deposes and says:

That he/she is the chief estimator and certified general contractor of H&J Contracting, 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.

H & J Contracting, Inc
(Firm Name)

By: Howell Long

Title: Chief Estimator

Subscribed and sworn to before me this 1
day of May, 2024

Chrissy L. Arnold
Notary Public

My Commission expires: (Seal)
11/9/2027

CHRISSY L. ARNOLD
Commission # HH 420088
Expires November 9, 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. 2024-020 for **Frances Avenue Roadway Improvements**

2. This sworn statement is submitted by H & J Contracting, Inc
(name of entity submitting sworn statement)
whose business address is 3160 Fairlane Farms Road Wellington, FL 33414
and (if applicable) its Federal Employer Identification Number (FEIN) is
65-0809915 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Howell Long my relationship to the entity
(please print name of individual signing)
named above is Chief Estimator.

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.)

__✓__ 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: _____

Date: May 1, 2024

STATE OF Florida

COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Howell V. Lowe who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 1 day of May, 2024.

NOTARY PUBLIC SEAL:

NOTARY PUBLIC STATE OF FLORIDA
CHRISSY L. ARNOLD
Commission # HH 420088
Expires November 9, 2027

My commission expires: 11/9/27

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE: May 1 , 2024

Official Address
(Including Zip Code):

3160 Fairlane Farms Road

Wellington, FL 33414

By: Howell Long

Chief Estimator
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-020

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 thousand _____ Dollars
(Written)

$1,000
(Figures)

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

Certified: H & J Contracting, Inc
(Company-Contractor)
By: _____
(President's Signature)
JEREMY RUBY
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Palm Beach County, Florida on the 1 day of May, 2024.

Notary Public: _____ (affix seal) My Commission Expires: 11/9/27

CHRISSY L. ARNOLD
Commission # HH 420088
Expires November 9, 2027

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that H & J Contracting, 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

May 1, 2024
Date

END OF SECTION

EXHIBIT "E"
SECTION 018

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-020

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: H & J Contracting, Inc

Corporate Title: _____

Address: 3160 Fairlane Farms Road

Wellington, FL 33414
(Zip Code)

By: Howell Long (Print name) Chief Estimator of H & J Contracting, Inc (Print title)

(Authorized Signature)

Telephone: (561) 791-1953

Fax: (561) 795-9282

State License # CGC1506554 **(ATTACH COPY)**

County License # _____ **(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: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Avenir Community Development District	Avenir Spine Roads	Jason Pierman	561-630-4922
Mattamy Homes SE FL Division	Tradition Parkway	Anissa Cruz	954-415-0229
The Farrell Companies	Central Parkway Road Improvements	Brian Perrault	631-537-1068
Wylder Community Development District	Wylder Parkway	Brennan Dwyer	904-316-9289

END OF SECTION

E-VERIFY

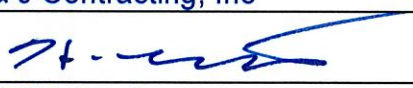
FORT PIERCE, FLORIDA

PROJECT:	**FRANCES AVENUE ROADWAY IMPROVEMENTS**
Bid No.:	2024-020
Project Description:	**Roadway improvements to include drainage improvements, water main installation, utility adjustments and roadway restoration.**

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: H & J Contracting, Inc

Authorized Signature: 

Title: Chief Estimator

Date: May 1, 2024

END OF SECTION

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: 2024-020**
Pre-Bid Conference: **10:00AM, FRIDAY, April 19 , 2024**	**Bid Title: FRANCES AVENUE ROADWAY IMPROVEMENTS**
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, THURSDAY, MAY 02, 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: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. **Mailing Address:** P.O. Box 910	*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: Ft. Pierce, FL 34954	**Typed or Printed Name:** Larry T. Dale
Type of Entity (Select one): **Corporation** X **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated in the State of: Nevada **Year:** 2022	**Delivery in** 120 days to final completion **days, After Receipt Order**
Phone Number: (772) 429-4444	**Payment Terms: Net 30 Days**
Fax Number: (772) 429-4445	**FEIN or SS Number:** 56-1327509
E-Mail Address: ldale@dfifl.com	**Local Business:** X Y ___N **MWBE:** ___Y X N
Bid Security is attached, when required, in the amount of $ 10% of total bid amount **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
FRANCES AVENUE ROADWAY IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	140,700.00	140,700.00
2	MAINTENANCE OF TRAFFIC	LS	1	49,950.00	49,950.00
3	MATERIAL TESTING	LS	1	13,900.00	13,900.00
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	2320.00	2320.00
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	13,100.00	13,100.00
6	CLEARING & GRUBBING	LS	1	6200.00	6200.00
7	MAILBOX (REMOVE & RESET)	EA	8	174.00	1392.00
8	REGULAR EXCAVATION	CY	216	11.50	2484.00
9	REGULAR EMBANKMENT	CY	31	11.50	356.50
10	COQUINA CURB PAD (4" THICK)	SY	321	16.00	5136.00
11	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1155	12.50	14,437.50
12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C) (1")	TN	73	241.00	17,593.00
13	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-9.5) (TRAFFIC C) (10.5")	TN	111	389.00	43,179.00
14	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138	252.00	34,776.00
15	DITCH BOTTOM INLET (TYPE C) (<10')	EA	5	4520.00	22,600.00
16	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10")	EA	2	5400.00	10,800.00
17	VALVE BOXES, ADJUST	EA	2	400.00	800.00
18	METER BOXES, ADJUST	EA	5	411.00	2055.00
19	CONCRETE PIPE CULVERT (15" RCP)	LF	105	93.00	9765.00
20	CONCRETE PIPE CULVERT (18" RCP)	LF	210	139.00	29,190.00
21	PIPE LINER (CURED IN PLACE) (15")	LF	134	261.00	34,974.00
22	VALLEY GUTTER – CONCRETE	LF	1129	26.50	29,918.50

23	DRIVEWAY APRON CONCRETE, 6" THICK	SY	201	75.00	15,075.00
24	DRIVEWAY APRON BRICK PAVERS	SY	22	230.00	5060.00
25	PERFORMANCE TURF (SOD) (FLORATAM)	SY	1404	6.50	9126.00
26	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	24	7.00	168.00
27	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	1.15	230.00
28 21	PVC WATERMAIN (4") (F&I)	LF	42	179.50	7539.00
29	WATER METER/SERVICE (ADJUST)	LF LS	10 1	202.00	2020.00

Total Site Improvement Bid:	$ 524,844.50
Add 10% Construction Contingency for potential field change orders:	$ 52,484.45
TOTAL FINAL BID:	$ 577,328.95

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 complete, 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 _____

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BID FORMS

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

FRANCES AVENUE ROADWAY IMPROVEMENTS

NAME OF BIDDER: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

MAILING ADDRESS: P.O. Box 910, Ft. Pierce, FL 34954

STREET ADDRESS: 3122 N. 25th St., Ft. Pierce, FL 34946 (Zip Code)

PHONE NUMBER: (772) 429-4444

To the: City of Fort Pierce

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

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

No. 1	Dated 4-10-24	No. 4	Dated 4-24-24
No. 2	Dated 4-12-24	No. _____	Dated _____
No. 3	Dated 4-22-24	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
striping	Southwide Industries	4357 Okeechobee Blvd., WPB, FL 33409
mill/pave	Fischman Asphalt	804 Old Dixie Hwy. Lake Park, FL 33403
pipe liner & clean	Shenandoah	1888 NW 22nd St., Pompano Beach, FL 33069
concrete	Pathway Enterprises, Inc.	6797 Augusta Ct., WPB, FL 33412
sod	Nature's Keeper	302 S. Brocksmith Rd., Ft. Pierce, FL 34945

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 bid 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: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.
(Type or Print)

By: _____

Name: Larry T. Dale

Title: President

Dated: May 2, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Cynthia C. Cheatham

Title: Assistant Secretary

Witnesses: _____
(Signature)

(If partnership
Or individual) _____
(Signature)

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

CGC060797 exp 8/31/24 (state certified general contractor license)

END OF SECTION

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Dickerson Infrastructure, Inc. dba Dickerson Florida, 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 of Amount Bid ---------- Dollars ($ 10% ----------), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated May 2 2024, for the Bid No. 2024-020 Frances Avenue Roadway Improvements

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 2nd day of May, 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

Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

By: _____
(Signature)

Name: Larry T. Dale

Title: President

ATTEST (if corporation)

By: _____
(Signature)

Name: Cynthia C. Cheatham

Title: Assistant Secretary
(Corporate Seal)

SURETY

Travelers Casualty and Surety Company of America

By: _____
(Signature)

Name: Angela D. Ramsey

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 Surty Company of America

Mailing Address One Tower Square

Street Address Hartford, CT 06183

Name and Mailing and Street Anett Cardinale

Address of Agent or c/o USI Insurance Services

Representative in Florida 2502 N. Rocky Point Drive, Ste 400

(if different than above) Tampa, FL 33607-1443

Telephone Number of Surety 860-277-0111

and Agent or Representative 813-320-0239

in Florida

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 **ANGELA D RAMSEY** of **CHARLOTTE**, **North Carolina**, 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 2nd day of May, 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.

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. Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.
2. Permanent Main Office address. 3122 N. 25th St., Ft. Pierce, FL 34946
3. When organized? 2-2-2022
4. If a corporation, where incorporated? Nevada
5. How many years have you been engaged in construction under this present firm or trade name? 2 yrs as Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. 40 yrs prior as Dickerson Florida, Inc. The 2 companies merged in 2022
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) see attached status of contracts
7. General character of work performed by you. heavy civil construction
8. Have you ever failed to complete any work awarded to you? If so, where and why? no, have not failed to complete work awarded
9. Have you ever defaulted on a contract? If so, where and why? no, have not defaulted on a contract
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. see attached spreadsheet for completed contracts
11. List your major equipment available for this contract. see attached equipment list
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.) see attached completed projects
13. Background and experience of the principal members of your company, including the officers. see attached list of key personnel
14. Give bank reference. see attached bank reference
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. will provide upon request
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 Ft. Pierce, Florida this 2nd day of May, 2024.

Contractor:

Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

By _____

Larry T. Dale, President

(Name & Title)

County of St. Lucie
State of Florida

Larry T. Dale, being duly sworn, deposes and says that he is President of Dickerson Infrastructure, Inc. dba Dickerson Florida, 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 2nd day of May, 2024.

_____
Notary Public

My Commission Expires:

5/6/2027 (Seal)

CYNTHIA CLARK CHEATHAM
Notary Public
State of Florida
Comm# HH353634
Expires 5/6/2027

END OF SECTION

BID FORMS

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF St. Lucie

Larry T. Dale, 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.

Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.
(Firm Name)

By: Larry T. Dale

Title: President

Subscribed and sworn to before me this 2nd
day of May, 2024

Notary Public

My Commission expires: (Seal)
5/6/2027

CYNTHIA CLARK CHEATHAM
Notary Public
State of Florida
Comm# HH353634
Expires 5/6/2027

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. 2024-020 for **Frances Avenue Roadway Improvements**

2. This sworn statement is submitted by Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. _____(name of entity submitting sworn statement) whose business address is 3122 N. 25th St., Ft. Pierce, FL 34946 _____ and (if applicable) its Federal Employer Identification Number (FEIN) is 56-1327509 _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Larry T. Dale _____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.)**

BID FORMS

Signature: _____

Date: May 2, 2024

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Larry T. Dale who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 2nd day of May, 2024.

NOTARY PUBLIC SEAL:

CYNTHIA CLARK CHEATHAM
Notary Public
State of Florida
Comm# HH353634
Expires 5/6/2027

My commission expires: _____

END OF SECTION

BID FORMS

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE: May 2, 2024, 2024

Official Address
(Including Zip Code):

3122 N. 25th St.

Ft. Pierce, FL 34946

By: [signature]

President
(Title)

END OF SECTION

BID FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-020

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 thousand two hundred sixty dollars and zero cents Dollars
(Written)

$1260.00
(Figures)

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

Certified: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.
(Company-Contractor)
By: Larry T. Dale
(President's Signature)
Larry T. Dale
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in St. Lucie County, Florida on the 2nd day of May, 2024.

Notary Public: (affix seal) My Commission Expires: 5/6/2027

CYNTHIA CLARK CHEATHAM
Notary Public
State of Florida
Comm# HH353634
Expires 5/6/2027

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Dickerson Infrastructure, Inc. dba Dickerson Florida, 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

May 2, 2024
Date

END OF SECTION

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
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			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

EXHIBIT "E"
SECTION 018

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-020

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

Corporate Title: President

Address: 3122 N. 25th St.

Ft. Pierce, FL 34946
(Zip Code)

By: Larry T. Dale (Print name) President (Print title)

Larry T. Dale
(Authorized Signature)

Telephone: (772) 429-4444

Fax: (772) 429-4445

State License # CGC060797 **(ATTACH COPY)**

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

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

Type of License: CGC 060797 (state certified 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: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
see attached spreadsheet			

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **FRANCES AVENUE ROADWAY IMPROVEMENTS**

Bid No.: 2024-020

Project Description: **Roadway improvements to include drainage improvements, water main installation, utility adjustments and roadway restoration.**

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: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

Authorized Signature:

Title: President

Date: May 2, 2024

END OF SECTION

April 10, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 1

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

1. **QUESTION:** Can a FDOT pre-qualified contractor bid on this project?

   ANSWER: Yes. A State of Florida General Contractor's License is required.

2. **QUESTION:** What is the estimated budget range for this project?

   ANSWER: The estimated budget for this project is $300,000.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Larry T. Dale
Typed or Printed

Company Name: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

Address: 3122 N. 25th St., Ft. Pierce, FL 34946

Date: May 2, 2024

/lh

April 12, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

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:** Project plans pages 22 through 26 are blank. Is this Correct?

   ANSWER: Yes. Attached are the revised bid plans with blank pages removed.

2. **QUESTION:** Is all the work under this contract to be completed by subcontractors only or just the scopes listed under List of Major Subcontractors?

   ANSWER: Item should read that 40% of Work must be done by the General Contractor's entity.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Larry T. Dale
Typed or Printed

Company Name: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

Address: 3122 N. 25th St.
Ft. Pierce, FL 34946

Date: May 2, 2024

/lh

April 22, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 3

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

1. **QUESTION:** Bid Item 13 – Superpave Asphaltic Concrete (Type B-9.5) (Traffic C) (10.5") – Please clarify the 10.5" depth, does this mean 9" of base rock and 1-1/2" of asphalt or is it as it reads, 10.5" of asphalt?

   ANSWER: As it reads.

2. **QUESTION:** Is item 13 intended for all the required trench restoration for the indicated cross drains and the revised edge of pavement?

   ANSWER: All areas are called out on the construction plans.

3. **QUESTION:** Sheet 5 of the plans shows 138 tons of SP-12.5 overbuild (pay item 334-1-13C) but this pay item is not on the bid form. Will this pay item be added to the bid form?

   ANSWER: The bid form has been revised. Please see attached.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Larry T. Dale
Typed or Printed

Company Name: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

Address: 3122 N. 25th St.

Ft. Pierce, FL 34946

Date: May 2, 2024

/lh

April 24, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 4

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

1. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

   ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

2. **QUESTION:** What is the City's charge for a ROW permit?

   ANSWER: **There is no charge currently for a ROW permit.**

3. **QUESTION:** There is no line item for drainage removal. Where would the City prefer this item to be accounted for on the bid form?

   ANSWER: **This should be accounted for in the Clearing, Grubbing and Demolition line item. The bid form has been revised for further clarification.**

4. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

   ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

5. **QUESTION:** Regarding the Frances Avenue Roadway Improvements project, I see that the list of insurance requirements includes the following: Workers; Compensation/Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Pollution Legal Liability, Property/Builder's Risk Insurance. Therefore, my question would be do you require the bidder to submit a copy of All of these insurance at the time of the bid? Or is the contractor to supply a copy of these after the notice of award?

ANSWER: **The insurance requirement that is needed during the bid submission is simply a proof of insurance by including a copy of your current certificate of Insurance. However, once the contractor is awarded the bid, they must have all the required insurance requirements in order to proceed with the award process.**

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

Signature: _____
Manual

Signature: Larry T. Dale
Typed or Printed

Company Name: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

Address: 3122 N. 25th St.

Ft. Pierce, FL 34946

Date: May 2, 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

DALE, LARRY THOMAS

DICKERSON FLORIDA INC
3122 N 25 STREET
FT PIERCE FL 34946

LICENSE NUMBER: CGC060797

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.

Print

Licensee

Name:	**DALE, LARRY THOMAS**	License Number:	**CGC060797**
Rank:	**Certified General Contractor**	License Expiration Date:	**08/31/2024**
Primary Status:	**Current**	Original License Date:	**08/02/1999**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	DICKERSON INFRASTRUCTURE, INC. DBA:DICKERSON FLORIDA, INC.	Primary Qualifying Agent for Business	09/13/2022	Construction Business Information	

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2023 - 2024

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #140 Receipt #1500-20000007

Type of business 1500 BUILDING CONTRACTOR (GENERAL CONTRACTOR) Expires SEPTEMBER 30, 2024

DBA name Dickerson Infrastructure Inc

Business Larry Thomas Dale

Mailing address: Larry Thomas Dale
PO Box 910
Fort Pierce, FL 34954-0910

Business location: 3122 N 25th St
Fort Pierce, FL 34946

RENEWAL
Original tax: $27.55
Penalty:
Collection cost:
Total: $27.55

St Lucie County
1428-602-0028-000/7

CGC-060797
F22000003019

Paid 09/14/2023 27.55 0025-20230914-048946

Law requires this Local 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. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

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 the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for 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.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Larry Thomas Dale
PO Box 910
Fort Pierce, FL 34954-0910

City of Fort Pierce, Florida
100 N. US Highway 1
Fort Pierce, FL 34950
(772) 467-3065

Amount Paid: $25.00 Issued: October 04, 2023

Comp Card Expires:	September 30, 2024
State License Expires:	CGC060797 08/31/24
Worker's Comp Expires:	DIWC 427567 07/01/24
Liability Ins. Expires:	60041573 07/01/24

City of Fort Pierce, Florida
Certificate of Competency

GENERAL CONTRACTOR (CERTIFIED)

Control #0036856 License # 24-00017955

DICKERSON INFRASTRUCTURE
DALE, LARRY T.
PO BOX 910
FT PIERCE FL 34954

DICKERSON INFRASTRUCTURE
PO BOX 910

FT PIERCE FL 34954

Dickerson Infrastructure Inc dba Dickerson Florida, Inc. (DFI) is a subsidiary of Dickerson Group, Inc. (DGI) established in 1947 in Monroe, North Carolina. We have been incorporated in the State of Florida as Dickerson Florida Inc since March 1982. Recently Dickerson Florida Inc merged with Dickerson Infrastructure Inc.

Street Address: 3122 North 25th Street, Fort Pierce, FL 34946 No mail receptacle available.
Mailing Address: PO Box 910, Fort Pierce, FL 34954-0910
Phone Number: (772) 429-4444 Fax Number (772) 429-4445
Accounts Payable Contact: Donna Zales, extension 4467 accountspayable@dfifl.com

The officers of the Dickerson Group, Inc and Dickerson Infrastructure Inc dba Dickerson Florida, Inc. are prohibited from personally guaranteeing payment on behalf of the corporation.

John Joyner CEO
Larry T. Dale President

Federal ID: 56-1327509 DGI DUNS: 00-699-7068

SouthState Bank
2400 SE Monterey Road, Stuart, FL 34996 (772)408-5940
Contact: Wayne Parker WayneParker@southstatebank.com (772)408-5947

Credit References:

Palmdale Oil Company, 1900 Skees Rd, West Palm Beach, FL 33411 (561)229-0362
Contact: Kim Gaylord, Credit Manager - kim@palmdaleoil.com (561)784-0700 Fax

Stewart Materials, 2875 Jupiter Park Dr., Ste 1100, Jupiter, FL 33458 (561)972-4517
Contact: Amanda Stewart – amanda@stewartmaterials.com (772)465-9524 Fax

Kelly Tractor, P.O. Box 210057, Miami, FL 33121 (305) 592-5360
Contact: Ana Blanco, Credit Manager – Ana_Blanco@kellytractor.com (305) 463-6089 Fax

Lake Point Restoration, 12012 South Shore, #107, Wellington, FL 33411 (561)249-3728
Contact: Bonnie Owen, Credit Mgr. bowen@lakepointrestoration.com (561)841-6086 Fax

Jules & Associates, Inc., 515 S. Figueroa St., Ste 1900, Los Angeles, CA 90071 (213) 362-5600 x.206
Contact: Ken Beltran kenb@julesandassociates.com (213) 362-5030

All purchases must be authorized with a purchase order number, signatures must be legible, if not, require name to be printed.

DICKERSON INFRASTRUCTURE INC. dba DICKERSON FLORIDA, INC. REFERENCES

PROJECT TITLE	CONTRACT AMT	CONTRACTOR OR SUB	ACTUAL COMPLETION DATE	NAME OF OWNER	PHONE OF PROJECT REPRESENTATIVE
WAUCHULA AIRPORT REHAB TW A & RIMS **a. Rehabilitation of Taxiway A (approximately 4500' x 35'), an asphalt taxiway, including connector taxiways.** **b. Runway Incursion Mitigation System (RIMS), removal of existing direct connector taxiways from aprons to the runway.** **c. Medium Intensity Taxiway Light (MITL) system, including guidance and mandatory hold signs.** **d. New electrical vault.** **e. Temporary and permanent marking.** **f. Storm drainage, grading, and turfing.**	$ 4,410,756.00	CONTRACTOR	Dec-23	CITY OF WAUCHULA	(407) 599-1122 EXT 255 (RUSS HOLLIDAY, P.E. - PROJ ENGINEER) rholliday@avconinc.com
PETERS ROAD **demolition of the existing roadway and total rebuild of ROW**	$1,029,638.00	CONTRACTOR	Jan-24	LDRV HOLDINGS	(561) 329-2468 JHI@JHIinc.com Jeff H. Iravani, PE (Project Engineer) (Jeff H. Irvania, Inc.)
USACE DMMA AND MARTIN COUNTY BUSINESS PARK **Constructing an upland dredged material management area (DMMA O- 23) and modifying the stormwater system for Martin County Business Park in Martin County, Florida. The disposal area dikes shall be constructed using fill material excavated from within the containment basin footprint. Twin steel framed box riser weirs with composite weir boards are to be constructed to provide the site decant water system. Other features of work include clearing and grubbing, fencing, concrete parking demo, foudation demo and slope protection. Stormwater modification portion of the work consisted of modifying three existing stormwater ponds, replacing manholes and catchb asins, installing control structure, and clearing and grubbing.**	$4,626,442.00	CONTRACTOR	Nov-23	USACE	jason.p.gardner@usace.army.mil Jason Gardner (561) 267-7242

PROJECT NAME	DATE OF COMPLETION		OWNER		PROJECT CONTACT	
INDRIO ROAD	Complete	February-19	FDOT	Kelly Cowger, P.E.	kcowger@consoreng.com	(772) 473-6103
Description: reconstruction of an existing 2-lane roadway as a 4-lane divided urban roadway, connector ramp, intersection improvements, widening, milling, resurfacing, drainage, signing and pavement markings, lighting and bridge replacement			**Contract Amt $23,489,241**			
KINGS HWY & INDRIO RD INTERSECTION IMPROVEMENTS	Complete	Dec-19	St. Lucie County	Ken Kroll - Project Engineer	6623 North US Hwy 1, Ft. Pierce, FL 34946 kkroll@cegroupfl.com	786-877-3834
Kings Hwy expanded to 4-lane divided hwy with bicycle lanes and pedestrian facilities. Indrio Rd improvements included dual thru lanes, bicycle lanes and pedestrian facilities. Expanded intersection included demo of concrete, sidewalk and curbing. The project also entailed the relocation of the Ft. Pierce Farms Water Control District (FPFWCD) Canal No. 4 and construction of a 9-foot by 6-foot reinforced concrete box culvert. Utility improvements consisted of 4,000 LF +/- dry 18" force main improvements along Indrio Road. Extension of 8" potable water main improvements approximately 600 feet +/- west of the intersection, along Indrio Road.			Contract Amt $17,812,206	Creative Engineering Group		
MIDWAY ROAD widening	Complete	June-17	St. Lucie County	Butch Terpening P.E.	2980 South 25th Street Ft. Pierce, FL 34981	(772) 332-1316-mobile (772) 464-3537-office
excavation, embankment, drainage, concrete, guardrail, signing, pavement markings, signalization, utilities, landscaping & irrigation			**Contract Amt $15,797,303**	Culpepper & Terpening, Inc.	bterpening@ct-eng.com	

USACE DMMA & MARTIN COUNTY BUSINESS PARK **Constructing an upland dredged material management area (DMMA O- 23) and modifying the stormwater system for Martin County Business Park in Martin County, Florida. The disposal area dikes shall be constructed using fill material excavated from within the containment basin footprint. Twin steel framed box riser weirs with composite weir boards are to be constructed to provide the site decant water system. Other features of work include clearing and grubbing, fencing, concrete parking demo, foudation demo and slope protection. Stormwater modification portion of the work consisted of modifying three existing stormwater ponds, replacing manholes and catchb asins, installing control structure, and clearing and grubbing.**	Complete	November-23	USACE **Contract Amt $4,626,442**	Jason Gardner	jason.p.gardner@usace.arm	(561) 267-7242
FPL Miami Quarry Substation **Sitework for new substation on 27 acres included construction of access road, removal and disposal of 13,000 truckloads of unsuitable material, hauled in 500,000 tons of embankment, daily onsite enviromental monitoring**	Complete	Mar-19	DFI as sub to Kennedy Contractors, Owner - FPL **Contract Amt $13,025,915**	Daniel Kennedy, P.E.	dan.kennedy@kennedycompanies.com	(561) 434-1300
FPL LAKE WARREN BRIDGE REPLACEMENT **Rebuilt/remediated the bridge components and allowed for at least one lane of traffic to handle an AASHTO HS20-44 loading criteria and allowed for all the existing utilities to remain in place during and after the repair. The design and construction provides a minimum 25 year design life.The bridge servesas a working platform for installation of security equipment, and will provide access for servicing new security equipment and will provide a robust support system for new security equipment attached to it.**	Complete	February-21	FLORIDA POWER & LIGHT **Contract Amt $2,900,200**	Alan Katz	alan.katz@fpl.com	(305) 345-2307

Letting Date: May 2, 2024

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracts;
whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	PROJECT, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT	
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
	SEACOAST UTILITY MAINTENANCE FAC	$ 2,447,000.00	$ 1,704,183.30	$ 742,816.70	$ 457,537.95	
	IRC 11th DR & 37th ST	$ 3,478,155.50	$ 2,108,600.00	$ 1,369,555.50	$ 599,308.27	
	PSL MCCARTY RANCH WATER QUALITY	$ 4,363,045.00	$ 1,944,135.00	$ 2,418,910.00	$ 1,950,650.15	
	SLC AIRPORT RW E, C4 & C5	$ 3,989,773.75	$ 2,437,483.00	$ 1,552,290.75	$ 1,552,290.75	
	IRC DUNE RESTORATION	$ 11,578,244.36	$ 3,642,009.00	$ 7,936,235.36	$ 4,312,947.11	
	SEBASTIAN ALPHA Aprons	$ 572,388.10	$ 408,229.00	$ 164,159.10	$ 164,159.10	
	STOF NANCY MATLOW DR	$ 14,700.00	$ 6,409.53	$ 8,290.47	$ 8,290.47	
				GRAND TOTAL	$ 9,045,183.80	$ -
					$	9,045,183.80

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest $100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3 % of the total, and which, in the aggregate, amount to less than 20% of the total.

Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachment(s), if furnished.

DICKERSON INFRASTRUCTURE

dba

DICKERSON FLORIDA, INC.

BUILT ON SAFETY

COMPANY INTRODUCTION

In 2022 Dickerson Florida, Inc. merged with Dickerson Infrastructure, Inc. Prior to the merger, Dickerson Florida, Inc. operated since 1982 as a wholly owned subsidiary of the Dickerson Group in Monroe, NC. Previously, Dickerson Florida, Inc. operated as Dickerson, Inc., a division of the Dickerson Group, an outgrowth of a 1936 partnership which progressed to incorporation in 1947, and has operated in Palm Beach County and the Treasure Coast from the same location in Martin County since 1958 until moving to a new office building in St. Lucie County, Florida.

- Dickerson Infrastructure, Inc. "Dickerson" is a General Contractor in **Florida, North Carolina, South Carolina** and **Georgia.**
- Dickerson performs a wide variety of civil construction services for Federal and State agencies, municipalities, counties, airports, private developers, commercial developments, and retail operations.

Dickerson has operated in numerous capacities including major highway development, bridge construction, mining, as well as development construction for many well-known communities along the southeast coast.

Dickerson provides field staff with extensive experience and training with many employees possessing ATSSA worksite traffic safety, OSHA certifications, NPDES Storm water inspection, and basic first aid training.

CORE VALUES

- *Safety* – Dickerson is committed to a safe and effective work place, tailored to a company culture of best safety management practices and zero tolerance; providing our clients and partners the work environment for a successful project.
- *Partnership* – Our core belief of partnering, interdependence, continuing team concept and empowerment of the project team is key to our long term working relationships.

- *Quality* – Dickerson maintains a reputation among all its partners and clients for the highest and best practices of quality consistent with a successful on time delivery process.

Our management, experience, skill, diversification, and equipment combine to provide our clients with the maximum project advantage.

DII implemented a "Safety Incentive Program" that rewards employees for their conscientious efforts to work safely.

DICKERSON INFRASTRUCTURE

dba

DICKERSON FLORIDA, INC.

BUILT ON SAFETY

KEY STAFF

Larry Dale
President

Mr. Dale's experience in all areas of civil site and roadway construction serves Dickerson well from a project's beginning to final completion. His open communication with the project management team keeps him informed and updated on a regular basis. He is actively involved in a project from start to finish and successfully leads the team to complete on time and within budget.
Mr. Dale has successfully overseen several energy sector projects including the first Independent Spent Fuel Storage Installation project for FPL in Florida.
His professionalism and expertise is respected within the industry. He encourages an attitude of excellence and that reflects in the projects undertaken by Dickerson.

Richard J. Forlifer
Chief Estimator

Mr. Forlifer's extensive estimating experience combined with project management skills allows him to analyze each project during the bidding process to offer a comprehensive proposal with the best opportunity for a successful outcome. His careful and thorough approach to each bid and his familiarity with all aspects of civil construction are extremely beneficial to the Dickerson team.

Jay Rex
General Superintendent

Jay has years of project management experience working with the Dickerson Florida team. In his current role and general superintendent, he oversees all projects under contract, communicating directly with management concerning equipment requirements, personnel and scheduling needs to assure each job has the resources necessary to provide a quality project upon completion.

DICKERSON INFRASTRUCTURE

dba

DICKERSON FLORIDA, INC.

BUILT ON SAFETY

Michael Bryant
Senior Project Manager

Mr. Bryant's management experience at diversified facilities has given him a unique perspective which makes him a valuable addition to the Dickerson team. His familiarity with the various procedures at nuclear facilities with an emphasis on safety affords Dickerson a high level of confidence as he has managed substation projects in North Carolina, various nuclear facilities projects in Florida and a substation site development project in Miami.

John Pluswick
Project Manager

Extensive project management experience and effective communication and problem-solving skills allows Mr. Pluswick to confidently coordinate between coworkers, clients, government agencies, salespeople, subcontractors, inspectors and engineers. His background in commercial, residential, and public projects, his strong grading and earthwork balancing skills along with his abilities in storm drain, culvert and pre-cast structure design allows him to effectively manage a wide variety of projects.

David Autrey
Operations Manager
Utilities and Department of Defense Services

David focuses his efforts on the energy sector division of the company. He recently completed a complex and challenging project at a nuclear facility in South Florida. With attention to detail and excellent project planning abilities, he successfully manages projects from pre-construction through completion. His problem-solving skills and cost management efforts ensure projects are completed on time and on budget.

DICKERSON INFRASTRUCTURE

dba

DICKERSON FLORIDA, INC.

BUILT ON SAFETY

Marvin Madrigal
Estimator/Project Manager

Mr. Madrigal has over 25 years of experience in the construction estimating field. His ability to move from estimator to Project Manager highlights his leadership and organizational qualities. In addition to estimating, his recent accomplishments include assisting with project management on the FPL-Miami Quarry Substation project, providing oversight on our Lake Wales Airport project, Polk County and most recently completing a large project for the USACE in Martin County.

Brenda Paquette
HR Director/Safety & Risk Management

Brenda participates in projects as the Safety and Risk Management lead. She coordinates all site safety and safety plan implementation and is well-versed in the standards, laws and compliance requirements of the Department of Labor and the Equal Employment Opportunity Commission.

Our energy sector clients prioritize safety on their projects and Brenda is experienced and familiar with their procedures. She has a thorough understanding of job site safety requirements and OSHA 300 reporting.

Certifications include:

- OSHA Competent Person
- Qualified Stormwater Management Inspector – Florida
- Advanced MOT certification
- First Aid/CPR

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)
Dickerson Infrastructure, Inc.

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.)
3122 N. 25th St.

Requester's name and address (optional)

City, state, and ZIP code
Ft. Pierce, FL 34946

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
56 : 1327509

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 ▶ May 2, 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,

DICKGRO-02 MOWERYD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2024

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
Insurance Office of America
4400 Leeds Avenue
Suite 470
Charleston, SC 29405

CONTACT NAME: Dianne Klaus
PHONE (A/C, No, Ext): (561) 721-3746 FAX (A/C, No):
E-MAIL ADDRESS: Dianne.Klaus@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Surplus Lines Insurance Company	24319
INSURER B : National Specialty Insurance Company	22608
INSURER C : Allied World Assurance Company (U.S.) Inc.	19489
INSURER D : Berkshire Hathaway Homestate Insurance Company	20044
INSURER E :	
INSURER F :	

INSURED
Dickerson Infrastructure Inc. dba: Dickerson Florida Inc.
PO Box 910
Fort Pierce, FL 34954

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			6004-1573	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							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:						Ann Proj Aggr	$ 5,000,000
B	AUTOMOBILE LIABILITY			GMI-0591-00	7/1/2023	7/1/2024	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)	$
							PIP	$ 10,000
C	UMBRELLA LIAB OCCUR			0313-9054	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 6,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 6,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			DIWC427567	7/1/2023	7/1/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: FRANCES AVENUE ROADWAY IMPROVEMENTS Bid No: 2024-020

CERTIFICATE HOLDER

City of Fort Pierce
Room 101
100 North U.S. #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

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CITY OF FORT PIERCE

FRANCES AVE. BID NO. 2024-020

DICKERSON INFRASTRUCTURE, INC. dba DICKERSON FLORIDA, INC.

EQUIPMENT LIST FOR THE PROJECT

- 340 Cat Excavator
- 938 Cat Loader
- 140 Cat Motor grader
- Broom tractor
- Cat Skidsteer
- Water Truck

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: 2024-020**
Pre-Bid Conference: **10:00AM, FRIDAY, April 19 , 2024**	**Bid Title: FRANCES AVENUE ROADWAY IMPROVEMENTS**
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, THURSDAY, MAY 02, 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: Dekora, LLC **Mailing Address:** 12011 SW 129TH CT Unit #5	*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: Miami FL 33186	**Typed or Printed Name:** Javier Rodriguez
Type of Entity (Select one): **Corporation** ✓ **Partnership** ____ **Proprietorship** ____	**Title:** President
Incorporated in the State of: Florida **Year:** 2008	**Delivery in** 120 **days, After Receipt Order**
Phone Number: 786-573-1872	**Payment Terms: Net 30 Days**
Fax Number: 305-397-2706	**FEIN or SS Number:** 26-3531092
E-Mail Address: Dekora, LLC	**Local Business:** ___Y X N **MWBE:** ___Y X N
Bid Security is attached, when required, in the amount of $ 10% **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

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PDF ATTACHMENTS
ENGINEERING PLANS

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BID

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Page 1 of Bidder/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. NO BID

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bi0d. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile,

telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department's Project Manager at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City/FPUA employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City/FPUA will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal Work ing hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It

is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City/FPUA procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed

from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, Workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder 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 Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work.

25. ADVERTISING

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

28. FACILITIES

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal Working hours, with prior notice to determine that Bidder has a bona fide place of business and is a responsible Bidder.

29. REPRESENTATION

A Bidder must have at the time of bid opening, be a fully authorized agent or representative of the product bid and be capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF BIDDER

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid/proposal:

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders bids in which the prices obviously are unbalanced and will be subject to rejection.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439 of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

Please refer to "SAMPLE" Contract, page 36, Article 17, for insurance requirements.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**

   City of Fort Pierce
   Attn: Purchasing Department
   100 North U.S. Highway 1
   Fort Pierce, FL 34950

2. **Additional Insured for General Liability**

   City and the City's board members, officials, officers, agents and employees City of Fort Pierce

SECTION III

INSTRUCTIONS TO BIDDERS

1. **PURPOSE**
The City of Fort Pierce is requesting bids from qualified contractors for Frances Avenue Roadway Improvements to include drainage improvements, water main installation, utility adjustments and roadway restoration.

2. **BID OPENING DATE**
Bids are due on or before **3:00 PM, Thursday, May 2, 2024.** Hard copies or electronic submission, see Delivery of Bids below.

3. **DELIVERY OF BIDS**
Bid response may be submitted in hard copy or electronically. Please see below instructions for submitting your bid response.

HARD COPY SUBMISSIONS
One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

OPTIONS FOR ELECTRONIC SUBMISSIONS
Are as follows:

- Via Demandstar Website, (www.demandstar.com). Electronic Bid (E-Bid). Instructions are provided. See Related Documents section for this bid on the City's website, Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Bids mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

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

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com).

Any bids received after the designated time and date listed above will be returned unopened.

4. SUMBITTAL REQUIREMENTS

It is not necessary to return every page of this document with your bid response; return only the pages that require signatures or information requested below:

- Completed Invitation to Bid Cover Page
- Completed W-9 Form
- Bidder's Checklist
- Completed Bid Response Form(s) (Exhibit E, page 155)
- Forms on pages 125,130, 145-154, 157-160, of Exhibit E
- Business Tax Receipt, (See item numbered 8, below)
- Proof of Insurance (See item numbered 7 below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.
-

5. MANDATROY PRE-BID CONFERENCE

A **Mandatory Pre-Bid Conference will be held at 10:00 A.M., Friday, April 19, 2024,** in the Engineering Conference Room, 100 North U.S. #1, Fort Pierce, FL. All interested bidders **MUST** attend this meeting in order for their bids to be considered. Anyone **arriving after 10:15 A.M.** will not be allowed to participate in the bid process.

6. INQUIRIES/QUESTIONS

6.1 All inquiries will be in a written format and addressed to the Assistant City Engineer with a copy to the Purchasing Manager:

TO
Venetia Barnes
Stormwater Engineer
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950
Fax: (772) 467-3780
Email: vbarnes@cityoffortpierce.com

COPY
Gelencia Carter
Purchasing Manager
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950
Fax: (772) 467-3848
Email: purchasing@cityoffortpierce.com

6.2 No inquiries will be received no later than, **5:00 PM, Tuesday, April 23 , 2024.**

7. CERTIFICATE INSURANCE AND BOND REQUIREMENTS

INSURANCE CERTIFICATE

Contractor shall procure, at its own expense, insurance according to insurance requirements listed in **Section IV, page 36 Article 17 of the Sample Contract**. The insurance shall become effective prior to the commencement of Work by the contractor and shall be maintained in force until completion of job.

BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount. **See Section IV, Sample Contract, Article 18,** of these specifications.

8. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal.

9. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

10. LEGAL REQUIREMENTS

Bidders are required to have a valid State of Florida license with a minimum of classification of "Certified General Contractor" associated with the company/firm.

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)
Dekora, LLC

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
12011 SW 129TH CT Unit #5

Requester's name and address (optional)

City, state, and ZIP code
Miami FL 33186

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
26 :3531092

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 ▶ 05/01/2024

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,

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 complete, 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?	N/A	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID _____

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2024-020

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Thursday, May 2, 2024** for:

FRANCES AVENUE ROADWAY IMPROVEMENTS

The works include drainage improvements, water main installation, utility adjustments and roadway restoration.

Specifications are available upon request in the Office of the Purchasing Manager, City of Fort Pierce City Hall, 100 North U.S. 1, Fort Pierce, Florida.

Electronic copies of the documents may be obtained from the Office of Purchasing at no cost.

The City of Fort Pierce encourages Minority Business Enterprise participation.

Advertising for Bids will conform to federal requirements which include advertising for a minimum of two (2) weeks.

CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M.P.A
Purchasing Manager

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BID FORMS

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

FRANCES AVENUE ROADWAY IMPROVEMENTS

NAME OF BIDDER: Dekora, LLC

MAILING ADDRESS: 12011 SW 129TH CT Unit #5

STREET ADDRESS: Miami FL 33186 (Zip Code)

PHONE NUMBER: 786-573-1872

To the: City of Fort Pierce

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

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

No. 1	Dated 4/10/24	No. 4	Dated 4/25/24
No. 2	Dated 4/12/24	No.	Dated
No. 3	Dated 4/22/24	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
N/A	Work to be preformed by our own forces	

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

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: Dekora, LLC
(Type or Print)

By: _____

Name: Javier Rodriguez

Title: President

Dated: 05/01, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: Randy Padilla
(Signature)

(If partnership
Or individual) _____
(Signature)

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

Florida General Contractor License CGC1519267 08/31/2024

END OF SECTION

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Dekora, LLC.
12011 SW 129 CT Unit #5 Miami, FL 33186, as Principal, and
Great American Insurance Company - 301 E 4th Street Cincinnati, OH 45202, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of --------- Ten Percent of Amount Bid ---------
---------- Dollars ($-------- 10% --------), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated May 2nd 2024, for the Frances Avenue Roadway Improvements
Bid No: 2024-020

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 2nd day of May, 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

Dekora, LLC.

By: _____
(Signature)

Name: Javier Rodriguez

Title: President

ATTEST (if corporation)

By: _____
(Signature)

Name: Javier Rodriguez

Title: President

(Corporate Seal)

SURETY

Great American Insurance Company

By: _____
(Signature)

Name: Jessie Sloan

Title: Attorney-In-Fact & Florida Licensed Resident Agent

(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 Great American Insurance Company

Mailing Address 301 E 4th Street
Cincinnati, OH 45202

Street Address 301 E 4th Street
Cincinnati, OH 45202

Name and Mailing and Street Address of Agent or Representative in Florida (if different than above) JCA Surety Group, LLC.
123 Zelma Street, Suite A
Orlando, FL 32803

Telephone Number of Surety (513) 369-5000

and Agent or Representative in Florida (321) 800-6594

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 21494

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE	ALL OF	ALL
JESSIE SLOAN	ORLANDO, FLORIDA	$100,000,000
KARLA YVONNE TOMASZEWSKI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JANUARY , 2022 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JANUARY , 2022 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2nd day of May , 2024 .

Assistant Secretary

CERTIFICATE OF OWNER'S ATTORNEY

N/A Power of Attorney Attached

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of_____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____ _____
Attorney

_____
Date

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. Dekora, LLC

2. Permanent Main Office address. 12011 SW 129TH CT Unit #5 Miami FL 33186

3. When organized? 10/22/2008

4. If a corporation, where incorporated? Florida

5. How many years have you been engaged in construction under this present firm or trade name? 16

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) Please See Attached

7. General character of work performed by you. State Wide General Contracting Services Flooring, Painting, Pressure Cleaning, Demolition, Roadway, Concrete Work

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.

City of Miami, Parks & Recreation Dept. $300,000.00 Various Parks / Tommaso Calautti / (305) 416-1253 / 05/2024

11. List your major equipment available for this contract. Please See Attached

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 Resume

13. Background and experience of the principal members of your company, including the officers. Please See Attached Resume

14. Give bank reference. Bank United, N.A. (Tony Menendez) 305-776-9129

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

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. Yes

BID FORMS

Dated at Dekora, LLC this 01 day of May, 2024.

Contractor:

Dekora, LLC

By

Javier Rodriguez / President

(Name & Title)

County of MIAMI-DADE
State of FLORIDA

JAVIER RODRIGUEZ, being duly sworn, deposes and says that he is PRESIDENT of DEKORA, 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 01 day of MAY, 2024.

Notary Public

My Commission Expires:

7-06-27

(Seal)

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade

Javier Rodriguez, 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.

Dekora, LLC
(Firm Name)

By: _____

Title: President

Subscribed and sworn to before me this 01

day of MAY, 2024

L Cap
Notary Public

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

My Commission expires: (Seal)

7-06-27

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. 2024-020 for **Frances Avenue Roadway Improvements**

2. This sworn statement is submitted by Dekora, LLC
(name of entity submitting sworn statement)
whose business address is 12011 SW 129TH CT Unit #5 Miami FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-3531092 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Javier Rodriguez 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 facie 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: _____

Date: 05/01/2024

STATE OF Florida

COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JAVIER RODRIGUEZ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 01 day of MAY, 2024.

NOTARY PUBLIC SEAL:

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

My commission expires: 7-04-27

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE: May 01, , 2024

By: _____

Official Address
(Including Zip Code):

12011 SW 129TH CT Unit #5

Miami FL 33186

President
(Title)

END OF SECTION

BID FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-020

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 thousand Dollars and zero cents Dollars
(Written)

$1,000.00
(Figures)

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

Certified: Dekora, LLC
(Company-Contractor)
By: _____
(President's Signature)
Javier Rodriguez
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in MIAMI-DADE County, Florida on the 01 day of MAY, 2024.

Notary Public: _____ (affix seal) My Commission Expires: 7-06-27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

END OF SECTION

DRUG-FREE WORKPLACE FORM

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

05/01/2024
Date

END OF SECTION

BID RESPONSE FORM
FRANCES AVENUE ROADWAY IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	$25,000.00	$25,000.00
2	MAINTENANCE OF TRAFFIC	LS	1	$25,000.00	$25,000.00
3	MATERIAL TESTING	LS	1	$2,000.00	$2,000.00
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$2,000.00	$2,000.00
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$7,000.00	$7,000.00
6	CLEARING, GRUBBING & DEMOLITION	LS	1	$25,000.00	$25,000.00
7	MAILBOX (REMOVE & RESET)	EA	8	$100.00	$800.00
8	REGULAR EXCAVATION	CY	216	$75.00	$16,200.00
9	REGULAR EMBANKMENT	CY	31	$100.00	$3,100.00
10	COQUINA CURB PAD (4" THICK)	SY	321	$28.00	$8,988.00
11	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1155	$10.00	$11,550.00
12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C) (1")	TN	73	$400.00	$29,200.00
13	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-9.5) (TRAFFIC C) (10.5")	TN	111	$400.00	$44,400.00
14	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138	$268.00	$36,984.00
15	DITCH BOTTOM INLET (TYPE C) (<10')	EA	5	$4,000.00	$20,000.00
16	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10")	EA	2	$20,000.00	$40,000.00
17	VALVE BOXES, ADJUST	EA	2	$1,000.00	$2,000.00
18	METER BOXES, ADJUST	EA	5	$1,000.00	$5,000.00
19	CONCRETE PIPE CULVERT (15" RCP)	LF	105	$350.00	$36,750.00
20	CONCRETE PIPE CULVERT (18" RCP)	LF	210	$350.00	$73,500.00
21	PIPE LINER (CURED IN PLACE) (15")	LF	134	$400.00	$53,600.00
22	VALLEY GUTTER – CONCRETE	LF	1129	$74.00	$83,546.00

23	DRIVEWAY APRON CONCRETE, 6" THICK	SY	201	$200.00	$40,200.00
24	DRIVEWAY APRON BRICK PAVERS	SY	22	$100.00	$2,200.00
25	PERFORMANCE TURF (SOD) (FLORATAM)	SY	1404	$16.00	$22,464.00
26	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	24	$10.00	$240.00
27	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	$10.00	$2,000.00
28	PVC WATERMAIN (4") (F&I)	LF	42	$30.00	$1,260.00
29	WATER METER/SERVICE (ADJUST)	LF	10	$1,000.00	$10,000.00

Total Site Improvement Bid:	$ 629,922.00
Add 10% Construction Contingency for potential field change orders:	$ 62,992.20
TOTAL FINAL BID:	$ 692,914.20

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
N/A			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-020

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Dekora, LLC

Corporate Title: President

Address: 12011 SW 129TH CT Unit #5

Miami FL 33186
(Zip Code)

By: Javier Rodriguez — President
(Print name) (Print title)

(Authorized Signature)

Telephone: (786) 573-1872

Fax: (305) 397-2706

State License # CGC1519267 **(ATTACH COPY)**

County License # CGC1519267 **(ATTACH COPY)**

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

Type of License: General Contractor License

Unlimited yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
City of Miami, Parks & Recreation Dept. 444 SW 2ND Ave, 8th Floor, Miami FL 33130	Various City Parks	Tommaso Calautti	(305) 416-1253
City of Miami Fire Rescue Dept. 1151 NW 7th ST Miami FL33130	Various Fire Stations	Pete Saavedra	(305)416-5438
City of Sunrise 10490 W Oakland Park Blvd Sunrise FL 33351	Apparatus Bay Floor Resurfacing Services	Anthony Martino	(954) 746-3295
City of Homestead 100 Civic Court Homestead FL 33030	Cybrarium Drainage Improvements	Hamley Pacheco	(305) 224-4484

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT:	**FRANCES AVENUE ROADWAY IMPROVEMENTS**
Bid No.:	2024-020
Project Description:	**Roadway improvements to include drainage improvements, water main installation, utility adjustments and roadway restoration.**

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:	Dekora, LLC
Authorized Signature:	
Title:	President
Date:	5/1/2024

END OF SECTION

ROGAMAN-02 GYOON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2024

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 Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	CONTACT NAME: PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS:
INSURED Dekora, LLC 12011 SW 129TH Court Unit 5 Miami, FL 33186	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Admiral Insurance Company — 24856 INSURER B : Progressive Express Ins. Co — 10193 INSURER C : Landmark American Ins Co — 33138 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER: Capped at $5,000,000	X		CA00004371203	11/18/2023	11/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 150,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			02723367	11/18/2023	11/18/2024	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 $			LHA105308	11/18/2023	11/18/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N 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 and City's board members, officials, officers, agents and employees City of Fort Pierce are included as an additional insured with respects to General Liability 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



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2024

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 Merchant Insurance Solutions 9220 Bonita Beach Road Suite 200-15 Bonita Springs FL 34135	**CONTACT NAME:** Staci Merchant **PHONE (A/C, No, Ext):** (239) 273-2931 **FAX (A/C, No):** (866) 406-4983 **E-MAIL ADDRESS:** nealm@merchantinsurancesolutions.com
INSURED DEKORA, LLC 12011 SW 129TH CT UNIT 5 Miami FL 33186	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** FLORIDA CITRUS BUSINESS & INDUSTRIES FUN — N/A **INSURER B :** **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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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		65117	01/10/2024	01/10/2025	☒ 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

City of Fort Pierce, Purchasing Division
Room 101
100 North U.S. #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



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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

ALFARO, MAURICIO

DEKORA, LLC
1120 CORDOVA STREET
CORAL GABLES FL 33134

LICENSE NUMBER: CGC1519267

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.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1720199

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Dekora LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A:5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1720199

Approved by:

Employer	
Dekora LLC	
Name (Please Type or Print) Javier rodriguez	**Title**
Signature Electronically Signed	**Date** 07/27/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 07/27/2021

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1720199

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Dekora LLC
Company Facility Address	12011 SW 129 CT Unit # 5 Miami, FL 33186
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	263531092
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1720199

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1720199

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Javier Rodriguez
Phone Number	7865731872
Fax	
Email	dekorallc@gmail.com

This list represents the first 20 Program Administrators listed for this company.

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6923263

RECEIPT NO.
RENEWAL
7199326

EXPIRES
SEPTEMBER 30, 2024

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
DEKORA LLC
12011 SW 129TH CT UNIT 5
MIAMI, FL 33186-6933

OWNER
DEKORA LLC

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 07/05/2023
INT-23-388313

Worker(s) 1

CGC1519267

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY



Detail by Entity Name

Florida Limited Liability Company
DEKORA, LLC

Filing Information

Document Number	L08000099777
FEI/EIN Number	26-3531092
Date Filed	10/23/2008
Effective Date	10/22/2008
State	FL
Status	ACTIVE

Principal Address

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

Mailing Address

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

Registered Agent Name & Address

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Name Changed: 04/05/2019

Address Changed: 04/05/2019

Authorized Person(s) Detail

Name & Address

Title President

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Title VP

ALFARO, MAURICIO
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Annual Reports

Report Year	Filed Date
2022	01/26/2022
2023	01/23/2023
2024	01/23/2024

Document Images

01/23/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
04/05/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
03/12/2017 -- ANNUAL REPORT	View image in PDF format
04/14/2016 -- ANNUAL REPORT	View image in PDF format
02/10/2015 -- ANNUAL REPORT	View image in PDF format
03/05/2014 -- ANNUAL REPORT	View image in PDF format
04/17/2013 -- ANNUAL REPORT	View image in PDF format
02/10/2012 -- ANNUAL REPORT	View image in PDF format
04/26/2011 -- ANNUAL REPORT	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
04/28/2009 -- ANNUAL REPORT	View image in PDF format
10/23/2008 -- Florida Limited Liability	View image in PDF format

April 10, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 1

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

1. **QUESTION:** Can a FDOT pre-qualified contractor bid on this project?

   ANSWER: Yes. A State of Florida General Contractor's License is required.

2. **QUESTION:** What is the estimated budget range for this project?

   ANSWER: The estimated budget for this project is $300,000.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Javier Rodriguez
Typed or Printed

Company Name: Dekora, LLC

Address: 12011 SW 129TH CT Unit #5 Miami FL 33186

Date: 05/01/2024

/lh

April 12, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

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:** Project plans pages 22 through 26 are blank. Is this Correct?

   ANSWER: Yes. Attached are the revised bid plans with blank pages removed.

2. **QUESTION:** Is all the work under this contract to be completed by subcontractors only or just the scopes listed under List of Major Subcontractors?

   ANSWER: Item should read that 40% of Work must be done by the General Contractor's entity.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Javier Rodriguez
Typed or Printed

Company Name: Dekora, LLC

Address: 12011 SW 129TH CT Unit #5 Miami FL 33186

Date: 05/01/2024

/lh

April 22, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 3

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

1. **QUESTION:** Bid Item 13 – Superpave Asphaltic Concrete (Type B-9.5) (Traffic C) (10.5") – Please clarify the 10.5" depth, does this mean 9" of base rock and 1-1/2" of asphalt or is it as it reads, 10.5" of asphalt?

   ANSWER: As it reads.

2. **QUESTION:** Is item 13 intended for all the required trench restoration for the indicated cross drains and the revised edge of pavement?

   ANSWER: All areas are called out on the construction plans.

3. **QUESTION:** Sheet 5 of the plans shows 138 tons of SP-12.5 overbuild (pay item 334-1-13C) but this pay item is not on the bid form. Will this pay item be added to the bid form?

   ANSWER: The bid form has been revised. Please see attached.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Javier Rodriguez
Typed or Printed

Company Name: Dekora, LLC

Address: 12011 SW 129TH CT Unit #5 Miami FL 33186

Date: 05/01/2024

/lh

April 24, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 4

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

1. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

   ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

2. **QUESTION:** What is the City's charge for a ROW permit?

   ANSWER: **There is no charge currently for a ROW permit.**

3. **QUESTION:** There is no line item for drainage removal. Where would the City prefer this item to be accounted for on the bid form?

   ANSWER: **This should be accounted for in the Clearing, Grubbing and Demolition line item. The bid form has been revised for further clarification.**

4. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

   ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

5. **QUESTION:** Regarding the Frances Avenue Roadway Improvements project, I see that the list of insurance requirements includes the following: Workers; Compensation/Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Pollution Legal Liability, Property/Builder's Risk Insurance. Therefore, my question would be do you require the bidder to submit a copy of All of these insurance at the time of the bid? Or is the contractor to supply a copy of these after the notice of award?

ANSWER: **The insurance requirement that is needed during the bid submission is simply a proof of insurance by including a copy of your current certificate of Insurance. However, once the contractor is awarded the bid, they must have all the required insurance requirements in order to proceed with the award process.**

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

Signature: _____
Manual

Signature: Javier Rodriguez
Typed or Printed

Company Name: Dekora, LLC

Address: 12011 SW 129TH CT Unit #5 Miami FL 33186

Date: 05/01/2024

/lh

Page 1 of 1

MANDATORY PRE-BID CONFERENCE MEETING
SIGN-IN LOG

Bid No. 2024-020 Frances Avenue Roadway Improvements
100 N U S HWY 1, Fort Pierce, FL, 2nd Floor Engineering Conference
10:00 AM, Friday, April 19, 2024

COMPANY NAME	REPRESENTATIVE NAME	EMAIL ADDRESS	CONTACT NUMBER
H+J Contracting	Navita Garib-Lyles	estimating@hjcontracting.com	561-509-4602
Centerline, Inc	EVAN Kobida	estimating@centerlineinc.com	520-247-5282
Dickerson Infrastructure Inc.	John Korswold	JKorswold@dfifl.com	772-429-4444
PRP Const	Dave Moore	prpdmoore@gmail.com	772-577-6923
PRP Const	Ricky Shelton	PPSheltonr@gmail.com	772-214-5208
CWR Contracting	Rick Slone	rslone@cwrcontracting.com	772-925-5650
CWR Contracting	Marian Teal	ateal@cwrcontracting.com	772-529-8271
City of Fort Pierce	Monica Gonzales	Mgonzales@cityoffortpierce.com	772 467-3201
PAV-CO CONTRACTING, INC	JONATHAN BARNES	JBARNES.PAVCOCONTRACTING@GMAIL.COM	352 455 2130
LaTonya Hubbard	COFP	Lhubbard@cityoffortpierce.com	772-467-3102
Venetia Barnes	COFP	vbarnes@cityoffortpierce.com	772-467-3783
FORT PIERCE UTILITIES	Ulgey Dawson	Idawson@fpua.com	772-466-1600
RJ ENGINEERING CONSTRUCTION CORP	MARIANA ALEGRIA	rjengineeringfl@gmail.com	561-939-4848
Dekova, LLC.	Randy Padilla Medenou	dekova llc@gmail.com	786-573-1872
CK Contractors and Development	Michael Smith	msmith@ckcdllc.com	561-932-1070
KIMLEY-HORN	MIKE FORMAN	Mike.Forman@kimley-horn.com	772-794-4064

ATTEST

4/19/24
Date

Approved by the Department Representative

Venetia Barnes
Signature

10:15 AM
Time

BID RESPONSE FORM
FRANCES AVENUE ROADWAY IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	25,000	25,000
2	MAINTENANCE OF TRAFFIC	LS	1	25,000	25,000
3	MATERIAL TESTING	LS	1	2,000	2,000
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	2,000	2,000
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	7,000	7,000
6	CLEARING, GRUBBING & DEMOLITION	LS	1	25,000	25,000
7	MAILBOX (REMOVE & RESET)	EA	8	100.	800
8	REGULAR EXCAVATION	CY	216	75	16,200
9	REGULAR EMBANKMENT	CY	31	100	3,100
10	COQUINA CURB PAD (4" THICK)	SY	321	28.	8,988
11	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1155	10.	11,550
12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C) (1")	TN	73	400	29,200
13	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-9.5) (TRAFFIC C) (10.5")	TN	111	400	44,400
14	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138	~~400~~ 268.00	~~55,200~~ 36,984
15	DITCH BOTTOM INLET (TYPE C) (<10')	EA	5	4,000	20,000
16	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10")	EA	2		
17	VALVE BOXES, ADJUST	EA	2	1,000	2,000
18	METER BOXES, ADJUST	EA	5	1,000	5,000
19	CONCRETE PIPE CULVERT (15" RCP)	LF	105	350.	36,750
20	CONCRETE PIPE CULVERT (18" RCP)	LF	210	350.	73,500
21	PIPE LINER (CURED IN PLACE) (15")	LF	134	400.	53,600
22	VALLEY GUTTER – CONCRETE	LF	1129	74.	83,546

23	DRIVEWAY APRON CONCRETE, 6" THICK	SY	201	200.	40,200
24	DRIVEWAY APRON BRICK PAVERS	SY	22	100.	2,200
25	PERFORMANCE TURF (SOD) (FLORATAM)	SY	1404	16.	22,464
26	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	24	10.	240
27	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	10.	2,000
28	PVC WATERMAIN (4") (F&I)	LF	42	30	1,200
29	WATER METER/SERVICE (ADJUST)	LF	10	1,000	10,000

Total Site Improvement Bid:	$ 589,922
Add 10% Construction Contingency for potential field change orders:	$ 58,992.20
TOTAL FINAL BID:	$ 648,914.20

Major Equipment

Year	Type
2011	Fairwest Thermo Plastic Melter
2020	RPM Trailer #1
2020	RPM Trailer #2
2015	Ford F350
2017	Ford F250
2024	Ford 650
2024	Ford 650
2022	Ford 250
2022	Ford 450

Contacts On Hand

Project	Gross Amount	Estimated Completion
City of Miami Fire Station #8	$292,960.08	6/2024
City of Miami Silver Bluff Park	$52,252.00	5/2024
Monroe County School Doors	$68,822.00	6/2024

JAVIER RODRIGUEZ

12011 SW 129TH CT Unit #5, Miami, FL 33186| 305.979.1991 | dekorallc@gmail.com

Self-driven individual with a proven track record of over 25 years working with governmental agencies, including the Florida Department of Transportation. Proficient in providing customers with timely project completion within budget through a value engineering approach, allowing for efficient workforce scheduling, project oversight, and project turnover to customers. The company's goal is to continue growing our project specializations which include, but are not limited to, servicing highway signage, highway landscape management, fencing installation, bridge painting, concrete sidewalk, striping and drainage.

EXPERIENCE:

Contract Number: E1U45-R2
Client: State of Florida Dept. of Transportation, District One
Date: 2023
Contract Amount: $505,911.30
Location: Desoto, Glades & Hardee County
Description: Pipe Repair, Mitered End Replacement

Contract Number: E1W38-R0
Client: State of Florida Dept. of Transportation, District One
Date: 2023
Contract Amount: $536,495.55
Location: Lee County
Description: Concrete Drainage & Repairs

Contract Number: T3773
Client: Tallahassee
Date: 2023
Contract Amount: $556,580.63
Location: Bay County
Description: Sidewalk Drainage Improvements.

Contract Number: E4W25-R1
Client: State of Florida Dept. of Transportation, District Four
Date: 2023
Contract Amount: $350,000.00
Location: Broward County
Description: Retro Reflective Pavement Markers.

Contract Number: E4W30-R0
Client: State of Florida Dept. of Transportation, District Four
Date: 2023
Contract Amount: $450,000.00
Location: Broward County
Description: NDPE Drainage Corrective Actions

Contract Number: E4W77-R0
Client: State of Florida Dept. of Transportation, District Four
Date: 2023
Contract Amount: $500,000.00
Location: St. Lucie, Martin, Indian River
Description: Non-Paved Shoulder/Slope Repair

Contract Number: E4X15
Client: State of Florida Dept. of Transportation, District Four
Date: 2024
Contract Amount: $1,000,000.00
Location: Broward County
Description: Miscellaneous Construction

Contract Number: E6O31
Client: State of Florida Dept. of Transportation, District Six
Date: 2023
Contract Amount: $900,000.00
Location: Miami Dade
Description: Drainage Improvement

Contract Number: E6O80
Client: State of Florida Dept. of Transportation, District Six
Date: 2023
Contract Amount: $1,000,000.00
Location: Miami Dade
Description: Drainage Improvements

Contract Number: E7Q64-R0
Client: State of Florida Dept. of Transportation, District Seven
Date: 2024
Contract Amount: $500,000.00
Location: Hernando, Pasco County
Description: Outfall Road Ditch Maintenance

Contract Number: E8U68
Client: State of Florida Dept. of Transportation, District Eight
Date: 2023
Contract Amount: $452,998.04
Location: Miami Dade County
Description: Noise Wall Repair

Contract Number: E1U45-R1
Client: State of Florida Dept. of Transportation, District One
Date: 2023
Contract Amount: $514,248.74
Location: Desoto, Glades & Hardee County
Description: Pipe Repair, Mitered End Replacement

Contract Number: E1U45-R0
Client: State of Florida Dept. of Transportation, District One
Date: 2023
Contract Amount: $514,248.74
Location: Desoto, Glades & Hardee County
Description: Pipe Repair, Mitered End Replacement

Contract Number: E1V65-R0
Client: State of Florida Dept. of Transportation, District One
Date: 2023
Contract Amount: $352,876.34
Location: Manatee County
Description: Concrete Drainage and Repairs

Contract Number: E4W25-R0
Client: State of Florida Dept. of Transportation, District Four
Date: 2023
Contract Amount: $350,000.00
Location: Broward County
Description: Retro Reflective Pavement Markers.

Contract Number: E3V23-R1
Client: State of Florida Dept. of Transportation, District Three **Date:** 2023
Contract Amount: $200,000.00
Location: Jackson & Washington County
Description: Ditch Maintenance

Contract Number: E4V43-R0
Client: State of Florida Dept. of Transportation, District Four
Date: 2023
Contract Amount: $150,000.00
Location: Broward County
Description: Manhole / Inlet Repairs

Contract Number: E4V45-R0
Client: State of Florida Dept. of Transportation, District Four
Date: 2023
Contract Amount: $250,000.00
Location: Broward County
Description: Rigid Pavement Markings

Contract Number: E6M38-R2
Client: State of Florida Dept. of Transportation, District Six
Date: 2022
Contract Amount: $300,000.00
Location: Miami-Dade
Description: RPM and Delineator Installation

Contract Number: E8T26-R1
Client: State of Florida Dept. of Transportation, District Eight
Date: 2023
Contract Amount: $356,293.05
Location: Miami Dade, Broward, Palm Beach County
Description: Drainage Outfall Rubble Rap

Contract Number: E3V22
Client: State of Florida Dept. of Transportation, District Three
Date: 2022
Contract Amount: $750,000.00
Location: Jackson and Washington County
Description: Installation of gabion mattresses for ditch & slope refurbishment

Contract Number: E3Vl8
Client: State of Florida Dept. of Transportation, District Three
Date: 2022
Contract Amount: $436,379.41
Location: Santa Rosa County
Description: Grading, shaping, tree & stump removal, installation rip rap rubble ditch lining.

Contract Number: E4S86
Client: State of Florida Dept. of Transportation, District Four
Date: 2021
Contract Amount: $81,078.57
Location: Polk
Scope of Work: ADA Mat Replacement

Contract Number: E4S86
Client: State of Florida Dept. of Transportation, District Four
Date: 2021
Contract Amount: $81,078.57
Location: Polk
Description: ADA Mat Replacement

Contract Number: E3U21
Client: State of Florida Dept. of Transportation, District Three
Date: 2021
Contract Amount: $100,000.00
Location: Holmes, Walton Washington County
Description: Guardrail Asphalt

Contract Number: E8S58-R0
Client: State of Florida Dept. of Transportation, District Eight
Date: 2021
Contract Amount: $613,527.30
Location: Miami Dade, Broward, Palm Beach County
Description: Bridge Deck Striping

Contract Number: E4S86
Client: State of Florida Dept. of Transportation, District Four
Date: 2020
Contract Amount: $600,000.00
Location: Palm Beach County
Description: Signing Pavement Markings

Contract Number: E3S88
Client: State of Florida Dept. of Transportation, District Three
Date: 2020
Contract Amount: $779,041.56
Location: Franklin County
Description: Grading

Contract Number: E1T09
Client: State of Florida Dept. of Transportation, District One
Date: 2020
Contract Amount: $386,075.27
Location: Collier, Lee County
Description: Fence Repair/Replace

Contract Number: E1T49-R0
Client: State of Florida Dept. of Transportation, District One
Date: 2020
Contract Amount: $315,220.53
Location: Manatee & Sarasota County
Description: Shoulder Blading & Shoulder Rework

Contract Number: E3T03
Client: State of Florida Dept. of Transportation, District Three
Date: 2020
Contract Amount: $552,624.49
Location: Washington County
Description: Grading, Ditch Cleaning

Contract Number: E1T71
Client: State of Florida Dept. of Transportation, District One
Date: 2020
Contract Amount: $75,000.00
Location: Manatee County
Description: Revetment Block

Contract Number: E6L88E
Client: State of Florida Dept. of Transportation, District Six
Date: 2018 & 2019
Contract Amount: $135,000.00
Location: Miami Dade
Description: Asphalt Repair

Contract Number: E1P40- R0 and Renewal 1 and 2
Client: State of Florida Dept. of Transportation, District One
Date: 2016 & 2017 & 2018 & 2019
Contract Amount: $458,038.13
Location: Hardee & Glades County
Description: Pipe Replacement & Concrete Repair

Contract Number: E5T26
Client: State of Florida Dept. of Transportation, District Five
Date: 2017 & 2018
Contract Amount: $1,059,574.24
Location: Volusia County
Description: Constructing asphalt shoulder pavement (6 miles) shoulder rework installing performance sod, and refurbishing pavement marking on various sections of SR 15/600, SR472, SR 5, SR15, and SR40.

Contract Number: E4S86
Client: State of Florida Dept. of Transportation, District Four
Date: 2017
Contract Amount: $600,000.00
Location: Palm Beach County
Description: Roadway signing and painting pavement markings throughout the county.

Contract Number: E4R09
Client: State of Florida Dept. of Transportation, District Four
Date: 2015 & 2016 & 2017
Contract Amount: $899,999.98
Location: Broward County
Description: The improvements under this contract consist of providing the means to resolve problems relating to the drainage system. To provide corrective actions for the NPDES State Road System and/or off-system roads that carry our drainage

Contract Number: E4R61
Client: State of Florida Dept. of Transportation, District Four
Date: 2017
Contract Amount: $1,000,000.00
Location: Districtwide
Description: Remove, install, and repair concrete sidewalks and driveways. Install detectable warnings and crosswalks along the state highway systems.

Contract Number: E4S10
Client: State of Florida Dept. of Transportation, District Four
Date: 2017
Contract Amount: $900,000.00
Location: Broward County
Description: Providing materials, equipment, and incidentals necessary to maintain the roadway drainage system and related components throughout.

Contract Number: E1Q93-R0
Client: State of Florida Dept. of Transportation, District One
Date: 2017
Contract Amount: $1,015,350.00
Location: Manatee & Sarasota County
Description: Mowing and Litter Removal Chemical Mowing (Inside Mower Deck Application), Herbicide Strip Application and Edging and Sweeping.

Contract Number: E5T58
Client: State of Florida Dept. of Transportation, District Five
Date: 2016
Contract Amount: $475,598.11
Location: Lake County
Description: Repairing non-paved driveways, shoulders, slopes, and roadside ditches by adding suitable materials, removing excess materials, desilting pipes under driveways & side streets, performance turf (sod), preparing soil layer, & restoring roadside for proper drainage, & provide safe recovery.

Contract Number: E4Q11
Client: State of Florida Dept. of Transportation, District Four
Date: 2014 & 2015
Contract Amount: $807,674.00
Location: Broward County
Description: Refinishing master arm assemblies at various locations and removal of existing coatings and applications of new coatings.

Contract Number: E7J21- R0 and Renewal 1
Client: State of Florida Dept. of Transportation, District Seven
Date: 2013 & 2014 & 2015
Contract Amount: $750,000.00
Location: Hillsborough County
Description: Stormwater Facility upkeep

Contract Number: E1M83
Client: State of Florida Dept. of Transportation, District
Date: 2013 & 2014 & 2015 & 2016
Contract Amount: $583,321.03
Location: Manatee County
Description: Stormwater & Pond Facility upkeep.

Contract Number: E1M86
Client: State of Florida Dept. of Transportation, District
Date: 2013 & 2014 & 2015 & 2016
Contract Amount: $636,528.47
Location: Manatee County
Description: Stormwater & Pond Facility upkeep.

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: 2024-020**
Pre-Bid Conference: **10:00AM, FRIDAY, April 19 , 2024**	**Bid Title: FRANCES AVENUE ROADWAY IMPROVEMENTS**
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, THURSDAY, MAY 02, 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: C.W. Roberts Contracting, Inc **Mailing Address:** 8530 SW Jayme Way	*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 Daniel W Hoyt **Authorized Signature (Manual)**
City, State, Zip Code: Palm City , Florida, 34990	**Typed or Printed Name:** Daniel Hoyt
Type of Entity (Select one): **Corporation** ✓ **Partnership** **Proprietorship**	**Title:** Area Manager
Incorporated in the State of: Florida **Year:** 1976	**Delivery in** _____ **days, After Receipt Order**
Phone Number: 772-288-0951	**Payment Terms: Net 30 Days**
Fax Number: 772-288-0983	**FEIN or SS Number:** 59-1683951
E-Mail Address: dhoyt@cwrcontracting.com	**Local Business:** ___Y ✓N **MWBE:** ___Y ✓N
Bid Security is attached, when required, in the amount of $ 10% of the Total Bid Amount **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.
C.W. Roberts Contracting, 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.
3660 Hartsfield Road

Requester's name and address (optional)

6 City, state, and ZIP code
Tallahassee, Florida 32303

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
5	9	–	1	6	8	3	9	5	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 ▶ [signature] Date ▶ 12/23/22

General Instructions

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

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

Purpose of Form

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

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

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

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

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 complete, 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 Daniel A Hoyt

BID RESPONSE FORM
FRANCES AVENUE ROADWAY IMPROVEMENTS

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/BOND	LS	1	$309,185.00	$309,185.00
2	MAINTENANCE OF TRAFFIC	LS	1	$ 135,720.00	$135,720.00
3	MATERIAL TESTING	LS	1	$ 11,410.00	$ 11,410.00
4	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$ 12,410.00	$ 12,410.00
5	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$ 20,575.00	$ 20,575.00
6	CLEARING & GRUBBING	LS	1	$ 24,375.00	$ 24,375.00
7	MAILBOX (REMOVE & RESET)	EA	8	$ 320.00	$2,560.00
8	REGULAR EXCAVATION	CY	216	$ 79.50	$ 17,172.00
9	REGULAR EMBANKMENT	CY	31	$ 164.00	$ 5,084.00
10	COQUINA CURB PAD (4" THICK)	SY	321	$ 46.00	$ 14,766.00
11	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1155	$ 10.55	$12,185.25
12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) (TRAFFIC C) (1")	TN	73	$ 332.25	$24,254.25
13	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-9.5) (TRAFFIC C) (10.5")	TN	111	$ 547.75	$60,800.25
14	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	138	$ 238.60	$ 32,926.80
15	DITCH BOTTOM INLET (TYPE C) (<10')	EA	5	$7,930.00	$ 39,650.00
16	VALLEY GUTTER INLET (TYPE V) (P-BOTTOM <10")	EA	2	$ 8,050.00	$16,100.00
17	VALVE BOXES, ADJUST	EA	2	$ 770.00	$1,540.00
18	METER BOXES, ADJUST	EA	5	$ 770.00	$ 3,850.00
19	CONCRETE PIPE CULVERT (15" RCP)	LF	105	$ 355.20	$ 37,296.00
20	CONCRETE PIPE CULVERT (18" RCP)	LF	210	$ 224.95	$47,239.50
21	PIPE LINER (CURED IN PLACE) (15")	LF	134	$ 357.50	$ 47,905.00
22	VALLEY GUTTER – CONCRETE	LF	1129	$ 22.20	$ 25,063.80

23	DRIVEWAY APRON CONCRETE, 6" THICK	SY	201	$116.90	$23,496.90
24	DRIVEWAY APRON BRICK PAVERS	SY	22	$330.00	$7,260.00
25	PERFORMANCE TURF (SOD) (FLORATAM)	SY	1404	$10.75	$15,093.00
26	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	24	$7.25	$174.00
27	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	$1.20	$240.00
28	PVC WATERMAIN (4") (F&I)	LF	42	$307.75	$12,925.50
29	WATER METER/SERVICE (ADJUST)	LF	10	$769.20	$7,692.00

Total Site Improvement Bid:	$ 968,949.25
Add 10% Construction Contingency for potential field change orders:	$ 96,894.93
TOTAL FINAL BID:	$ 1,065,844.18

BID FORMS

PROPOSAL TO THE CITY OF FORT PIERCE

FOR

FRANCES AVENUE ROADWAY IMPROVEMENTS

NAME OF BIDDER: C.W. Roberts Contracting, Inc

MAILING ADDRESS: 8530 SW Jayme Way Palm City , Florida, 34990

STREET ADDRESS: 8530 SW Jayme Way Palm City , Florida, 34990 (Zip Code)

PHONE NUMBER: 772-288-0951

To the: City of Fort Pierce

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

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

No. 1	Dated 4/10/2024	No. 4	Dated 4/25/2024
No. 2	Dated 4/12/2024	No. _____	Dated _____
No. 3	Dated 4/22/2024	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;

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
Concrete Flat Work	Mosley& Son	1400 SE Monterey Road, Stuart, FL 34994
Sod	Palm City Sod	5350 SW Martin Highway, Palm City, FL 34990
Striping	Hog Technologies	3920 SE Commerce Ave, Stuart, FL, 34997
Drainage	Johnson Davis	604 Hillbrath Drive, Lantana, FL 33462
Testing	CTI	509 Sawgrass Corporate Prkwy, Sunrise, FL 33325
Brick Paver	Triple M Brick Paver's	661 Maplewood Dr Suite 22&23 Jupiter, FL 33458

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 Bidder's 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: C.W.Roberts Contracting
(Type or Print)

By: Daniel A Hoyt

Name: Daniel Hoyt

Title: Area Manager

Dated: 5/2/2024, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Jamie Moretz

Title: Vice President

Witnesses: _____
(Signature)

(If partnership
Or individual) N/A
(Signature)

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

Florida, CGC1505785, August 31,2024, Certified General Contractor

END OF SECTION

April 10, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 1

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

1. **QUESTION:** Can a FDOT pre-qualified contractor bid on this project?

   ANSWER: Yes. A State of Florida General Contractor's License is required.

2. **QUESTION:** What is the estimated budget range for this project?

   ANSWER: The estimated budget for this project is $300,000.

All other conditions of this bid remain the same.

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

Signature: Daniel A Hoyt
Manual

Signature: Daniel Hoyt
Typed or Printed

Company Name: C.W. Roberts Contracting, Inc.

Address: 8530 SW Jayme Way Palm City, FL 34990

Date: 5/2/2024

/lh

April 12, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

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:** **Project plans pages 22 through 26 are blank. Is this Correct?**

   ANSWER: Yes. Attached are the revised bid plans with blank pages removed.

2. **QUESTION:** **Is all the work under this contract to be completed by subcontractors only or just the scopes listed under List of Major Subcontractors?**

   ANSWER: Item should read that 40% of Work must be done by the General Contractor's entity.

All other conditions of this bid remain the same.

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

Signature: Daniell A Hoyt
Manual

Signature: Daniel Hoyt
Typed or Printed

Company Name: C.W. Roberts Contracting, Inc.

Address: 8530 SW Jayme Way Palm City, FL 34990

Date: 5/2/2024

/lh

April 22, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 3

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

1. **QUESTION:** Bid Item 13 – Superpave Asphaltic Concrete (Type B-9.5) (Traffic C) (10.5") – Please clarify the 10.5" depth, does this mean 9" of base rock and 1-1/2" of asphalt or is it as it reads, 10.5" of asphalt?

   ANSWER: As it reads.

2. **QUESTION:** Is item 13 intended for all the required trench restoration for the indicated cross drains and the revised edge of pavement?

   ANSWER: All areas are called out on the construction plans.

3. **QUESTION:** Sheet 5 of the plans shows 138 tons of SP-12.5 overbuild (pay item 334-1-13C) but this pay item is not on the bid form. Will this pay item be added to the bid form?

   ANSWER: The bid form has been revised. Please see attached.

All other conditions of this bid remain the same.

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

Signature: Daniel Q Hoyt
Manual

Signature: Daniel Hoyt
Typed or Printed

Company Name: C.W. Roberts Contracting, Inc.

Address: 8530 SW Jayme Way Palm City, FL 34990

Date: 5/2/2024

/lh

April 24, 2024

CITY FORT PIERCE

FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

ADDENDUM NO. 4

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

1. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

   ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

2. **QUESTION:** What is the City's charge for a ROW permit?

   ANSWER: **There is no charge currently for a ROW permit.**

3. **QUESTION:** There is no line item for drainage removal. Where would the City prefer this item to be accounted for on the bid form?

   ANSWER: **This should be accounted for in the Clearing, Grubbing and Demolition line item. The bid form has been revised for further clarification.**

4. **QUESTION:** Other than SWPPP and ROW permits are there any additional permits required?

   ANSWER: **No other permits are required. ROW permits are not required for the FPUA utility work on this project as it is a part of the approved plans.**

5. **QUESTION:** Regarding the Frances Avenue Roadway Improvements project, I see that the list of insurance requirements includes the following: Workers; Compensation/Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Pollution Legal Liability, Property/Builder's Risk Insurance. Therefore, my question would be do you require the bidder to submit a copy of All of these insurance at the time of the bid? Or is the contractor to supply a copy of these after the notice of award?

ANSWER: **The insurance requirement that is needed during the bid submission is simply a proof of insurance by including a copy of your current certificate of Insurance. However, once the contractor is awarded the bid, they must have all the required insurance requirements in order to proceed with the award process.**

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

Signature: Daniel Q Hoyt
Manual

Signature: Daniel Hoyt
Typed or Printed

Company Name: C.W. Roberts Contracting, Inc.

Address: 8530 SW Jayme Way Palm City, FL 34990

Date: 5/2/2024

/lh

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, C.W. Roberts Contracting, Inc, as Principal, and Western Surety 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 Bid Amount Dollars ($ 10%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated May 2nd 2024, for the FRANCES AVENUE ROADWAY IMPROVEMENTS

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 2nd day of May, 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

C.W. Roberts Contracting, Inc

By: Daniel A Hoyt
(Signature)

Name: Daniel Hoyt

Title: Area Manager

ATTEST (if corporation)

By: [signature]
(Signature)

Name: Jamie Moretz

Title: Vice President
(Corporate Seal)

SURETY

Western Surety Company

By: Renee Ellis
(Signature)

Name: Renee Ellis

Title: Attorney in Fact

(Surety Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of May, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: FRANCES AVENUE ROADWAY IMPROVEMENTS

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of_____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____ _____
Attorney

_____
Date

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. C.W. Roberts Contracting, Inc

2. Permanent Main Office address. 3660 Hartsfield Road, Tallahassee, FL 32303

3. When organized? 1976

4. If a corporation, where incorporated? Florida

5. How many years have you been engaged in construction under this present firm or trade name? 47 years

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) See Attached

7. General character of work performed by you. Heavy/Highway Construction

8 Have you ever failed to complete any work awarded to you? If so, where and why? No, we have no

9. Have you ever defaulted on a contract? If so, where and why? No, we have not

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. See Attached

11. List your major equipment available for this contract. See Attached
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.) See Attached

13. Background and experience of the principal members of your company, including the officers. See Attached

14. Give bank reference. 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. Yes

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire. Yes

BID FORMS

Dated at 8:00 AM this 2nd day of May, 2024.

Contractor:

C.W.Roberts Contracting

By Daniel A Hoyt

Area Manager

(Name & Title)

County of St. Lucie
State of Florida

Daniel Hoyt, being duly sworn, deposes and says that he is Area Manager of C.W.Roberts Contracting, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 2nd day of May, 2024.

Notary Public

My Commission Expires:

(Seal)

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF St. Lucie

Daniel Hoyt, being first duly sworn, deposes and says:

That he/she is Area Manager of C.W.Roberts Contracting
(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.

C.W.Roberts Contracting
(Firm Name)

By: Daniel A Hoyt

Title: Area Manager

Subscribed and sworn to before me this 2nd
day of May, 2024

Notary Public

My Commission expires: (Seal)

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

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. 2024-020 for **Frances Avenue Roadway Improvements**

2. This sworn statement is submitted by C.W.Roberts Contracting
(name of entity submitting sworn statement)
whose business address is 8530 SW Jayme Way,Palm City ,FL,34990

and (if applicable) its Federal Employer Identification Number (FEIN) is
59-1683951 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Daniel Hoyt my relationship to the entity
(please print name of individual signing)
named above is Area Manager.

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.)

_✓_ 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: Daniel A Hoyt

Date: 5/2/2024

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Daniel Hoyt who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 2nd day of May, 2024.

NOTARY PUBLIC SEAL:

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

My commission expires:

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE: May 2nd, 2024

Official Address
(Including Zip Code):

8530 SW Jayme Way,
Palm City ,FL,34990

By: David A Hays

Area Manager
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2024-020

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 thousand and 00/100 Dollars
(Written)

$1,000.00
(Figures)

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

Certified: C.W.Roberts Contracting
(Company-Contractor)
By: [signature]
(President's Signature)
Robert Flowers
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in St. Lucie County, Florida on the 2nd day of May, 2024.

Notary Public: [signature] (affix seal) My Commission Expires: _____

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that C.W.Roberts Contracting 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.

Daniel A Hoyt
Proposer's Signature

5/2/2024
Date

END OF SECTION

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-020

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: C.W.Roberts Contracting

Corporate Title: Area Manager

Address: 8530 SW Jayme Way,Palm City ,FL,34990

(Zip Code)

By: Daniel Hoyt (Print name) Area Manager (Print title)

(Authorized Signature)

Telephone: (722) 288-0951

Fax: (722) 288-0983

State License # CGC1505785 **(ATTACH COPY)**

County License # 31111 **(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

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: FRANCES AVENUE ROADWAY IMPROVEMENTS

BID NO. 2024-020

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Martin County BOCC	North River Shores	Logan Huber	(772) 288-5932
2401 SE Monterey Rd	Neigborhood		
Stuart, FL 34996	Restoration		
Martin County BOCC	Mapp Road	Krysti Brotherton	(772) 288-5777
2401 SE Monterey Rd	Resurfacing		
Stuart, FL 34996			
CITY OF VERO BEACH	STREET RESURFACING	Don Dexter	(772) 978-4872
PO BOX 1389	PROJECT		
VERO BEACH, FL 32960			
MARTIN COUNTY BOCC	ROADWAY RESURFACING	LUKAS LAMBERT	(772) 221-2300
2401 SE MONTEREY ROAD			
STUART, FL 34996			

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **FRANCES AVENUE ROADWAY IMPROVEMENTS**

Bid No.: 2024-020

Project Description: **Roadway improvements to include drainage improvements, water main installation, utility adjustments and roadway restoration.**

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: C.W.Roberts Contracting

Authorized Signature: Daniel A Hey

Title: Area Manager

Date: 5/2/2024

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2023

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 McGriff Insurance Services, LLC P.O. Box 10265 Birmingham, AL 35202	**CONTACT NAME:** Martha Lee Hawkins / Ext 9406 **PHONE (A/C, No, Ext):** 1-800-476-2211 **FAX (A/C, No):** **E-MAIL ADDRESS:** mhawkins@mcgriff.com
INSURED C.W. Roberts Contracting, Inc. 8530 SW Jayme Way Palm City, FL 34990	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Arch Insurance Company 11150 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** TRP6C2KG **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:			ZAGLB9247602	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 6,000,000 $ 100,000 $ 10,000 $ 6,000,000 $ 12,000,000 $ 12,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ZACAT9276802	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 6,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ZAWCI9966602	10/01/2023	10/01/2024	[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

City of Port St. Lucie, Contractor Licensing Division
City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents
121 SW Port St Lucie Blvd
Port St. Lucie, FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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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

FLOWERS, ROBERT P

C. W. ROBERTS CONTRACTING, INCORPORATED
3660 HARTSFIELD ROAD
TALLAHASSEE FL 32303

LICENSE NUMBER: CGC1505785

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.

County Certification Number: 31111

ROBERT P FLOWERS
C.W. ROBERTS CONTRACTING INCORPORATED
6484 WIREGRASS WAY
TALLAHASSEE, FL 32309

Planning & Development Services
Building & Code Regulation Division
2300 Virginia Ave
Ft Pierce, FL 34982
Phone: (772) 462-1672 Fax: (772) 462-1148
http://www.stlucieco.org/planning/contract_licen.htm

Class Code: GENERAL CONTRACTOR

License Type: Contractor

This Competency Card, issued by the St. Lucie County Contractor Certification Division, authorizes work for the Class Code stated, for the unincorporated areas of St. Lucie County. It does not authorize work for the City of Ft. Pierce, St. Lucie Village or the City of Port St. Lucie. It is the Contractor's responsibility to maintain this card in a current status by providing a Certificate of Insurance, current address and telephone information, and renewing this card annually as required.

Expiration Date: 8/31/2024

TOMMIE MARIE FOWLER

Wallet Contractor ID Card

Cut to fit, then fold in half

IDENTIFICATION CARD

C.W. ROBERTS CONTRACTING INCORPORATED
County Certification Number: 31111
Class Code: GENERAL CONTRACTOR - GC1505785

This is to certify that ROBERT P FLOWERS, has been issued a County Certificate in St. Lucie County, beginning on 3/11/2019 and ending on 8/31/2024, unless license is revoked.

Contractor Licensing:	**(772) 462-1672**
Contractor Fax Line:	**772-462-1148**
Automated Inspection Line:	**(866) 284-1280**
Inspection Line:	**(772) 462-2172**

TOMMIE MARIE FOWLER

Authorized Licensing Official

C. W. Roberts Contracting, Inc.
Completed Projects

Project Name	Owner Name	Contract Amount	Contact	Phone	Year Complete
T4544 US 1	FDOT	$7,160,209.04	Josh Gutierrez	772-486-4478	2022
T1777 SR 78	FDOT	$5,709,661.86	Barry Williams	941-807-6502	2022
T1762 US 27	FDOT	$9,877,944.44	Rolando Luis	813-422-1975	2023
Okeeccobee Airport Runway Reahb	Okeechobee BOCC	$3,572,334.47	Sue Finney	407-599-1122	2022
Sebring Parkway	Bergeron Land Development	$1,137,120.57	Sean Nicholl	954-740-1293	2022
Hegner Drive	ACCEL Florida, Inc.	$1,381,155.52	Curtis Cupp	561-627-8733	2023
Task Order #2 CR 720 Repairs	Treviicos	$2,233,109.53	Pablo Bassola	857-260-2063	2023
Task Order #4 Herbert Hoover Dike Rehab	Treviicos	$1,639,066.41	Pablo Bassola	857-260-2063	2023
Indian River Blvd	Indian River County	$4,688,537.41	James W. Ennis	772-226-1221	2024

Acc Cls	Eqm Cls	Type	Equipment #	Description	Description II	Serial Number	Unit
VEH	3	Vans	15.01196	Spare, Ford E350 2007	2007 Ford E-350 Passenger	1FBSS31L37DA61931	HR
VEH	2	Pickup Trucks	15.01204	Spare MOT, Ford F250 2005	Pickup, Ford F-250, 2005	1FTNF20535EB82900	HR
VEH	2	Pickup Trucks	15.01226	TBD, Ford F250 2008	Pickup, Ford F-250, 2008	1FTNF20588EE32183	HR
VEH	2	Pickup Trucks	15.01243	Spare MOT, Ford F250 2009	Pickup, Ford F250 CC 2009	1FTSW205X9EA66281	HR
VEH	2	Pickup Trucks	15.01266	Spare, Chevy C3500 2006	Flatbed,Chevy 3500 2006	1GCJK33D16F243207	HR
VEH	2	Pickup Trucks	15.01276	Auction, Ford F250 2010	Pickup, Ford F250 CC 2010	1FTSW2A51AEA78949	HR
VEH	2	Pickup Trucks	15.01293	Raymond Stevens Sr, F250 2012	Pickup, Ford F250 4x4 CC	1FT7W2BTXCEA76736	HR
VEH	2	Pickup Trucks	15.01295	TBD, Ford F250 2012	Pickup, Ford F250 SC 4X2	1FT7X2A69CEA63291	HR
VEH	2	Serv Trucks	15.01306	John Mader, Ford F150 2013	Pickup, Ford F150 2013	1FTFX1EF3DKD45509	HR
VEH	2	Pickup Trucks	15.01307	Chadwick McFee, Ford F150 2014	Ford F150 2014 Pickup 4X4	1FTFX1EF9EFA08093	HR
VEH	2	Pickup Trucks	15.01308	Doug Kirby, Ford F150 2014	Ford F150 2014 Pickup 4X4	1FTFX1EF3EKD29120	HR
VEH	2	Serv Trucks	15.01311	Spare, F150 2013	Auction Ford F-150 XL Whi	1FTFX1EFXDFD85174	HR
VEH	2	Serv Trucks	15.01313	Derek Henley, Ford F150 2014	2014 F150 Pickup	1FTFX1CF8EFC04724	HR
VEH	2	Serv Trucks	15.01316	Amber Rhoden, Ford F150 2014	F-150 4 x 2 Supercrew Whi	1FTFW1CF3EFC86767	HR
VEH	2	Serv Trucks	15.01318	TBD, Ford F150 2014	F-150 XL 4x2 Supercab	1FTEX1CM7EKG08504	HR
VEH	2	Pickup Trucks	15.01320	Robert Wilson, Ford F150 2014	2014 4x4 Supercab	1FTFX1EF4EKG03067	HR
VEH	2	Pickup Trucks	15.01321	David Fiss, Ford F150 2014	White 4x2 Regular Cab	1FTMF1CMXEKF62634	HR
VEH	2	Serv Trucks	15.01323	Wade Wiederhold,D Ram 2015	Dodge Ram 1500	3C6RR7KT8FG572331	HR
VEH	2	Pickup Trucks	15.01324	TBD MOT, Ford F150 2014	2014 White Ford F150	1FTFW1CF5EKF55990	HR
VEH	2	Pickup Trucks	15.01325	Elizabeth Johnson, F150 2014	White 2014 4x4 pickup	1FTFX1EF4EKF69759	HR
VEH	2	Pickup Trucks	15.01327	TBD, Ford F150 2015	2015 Ford F150	1FTEW1EF7FFA67997	HR
VEH	2	Pickup Trucks	15.01328	Tyler Adkins, D Ram 2015	Dodge Ram Single Cab 1/2	3C6JR6DTXFG609271	HR
VEH	2	Pickup Trucks	15.01330	Auction, Ford F150 2015	White 4x4 Power Group	1FTFX1EF9FKE18465	HR
VEH	2	Pickup Trucks	15.01331	Tony Street, Ford F150 2015	XL 4x4 4 door cab pickup	1FTEW1EF7FKE18463	HR
VEH	2	Pickup Trucks	15.01333	Jeremie Lalla, Ford F150 2015	White F-150 XL Power Grou	1FTEX1CF0FKE22984	HR
VEH	2	Pickup Trucks	15.01335	TBD, Ford F150 2015	White 4 x 2 XL Power Grou	1FTEX1CF9FKE22983	HR
VEH	2	Pickup Trucks	15.01336	Trevor Taylor, Ford F150 2015	4x4 CrewCab White Pickup	1FTEW1EF9FFB11921	HR
VEH	4	Sport Utility Vehicles	15.01337	Shayna Hammack, Jeep GC 2015	2015 White Jeep	1C4RJFAGXFC150658	HR
VEH	2	Pickup Trucks	15.01338	Darryl Button, Ford F250 2016	F250 Super Duty Ford 2016	1FT7W2B68GEA25056	HR
VEH	2	Pickup Trucks	15.01339	Dylan Slayton, Ford F150 2015	2015 Ford White LGT picku	1FTFW1EF5FFC45037	HR
VEH	2	Pickup Trucks	15.01340	TBD, Ford F250 2016	SRW F250 Super Duty White	1FT7W2B61GEB64428	HR
VEH	2	Pickup Trucks	15.01341	Adam Tilyou, Ford F150 2016	White 2016 LGT Convtnl'F	1FTMF1C86GFA50190	HR
VEH	2	Pickup Trucks	15.01342	David Jones Jr, Ford F250 2016	F250 Super Duty Pickup Tr	1FT7W2A66GEB70064	HR
VEH	2	Pickup Trucks	15.01343	Charles Jernigan, F250 2016	White 2016 F250 Ford Tru	1FT7W2A68GEB70065	HR
VEH	2	Pickup Trucks	15.01344	TBD, Ford F150 2016	White 2016 F150 Ford Truc	1FTFX1EF7GFB03769	HR
VEH	2	Pickup Trucks	15.01346	Danny Anderson, D Ram 2016	2016 Dodge Ram 1500	3C6TR4CT8GG257985	HR
VEH	2	Pickup Trucks	15.01347	Ralph Cain, Ford F250 2016	Ford F250 Super Duty Pick	1FT7W2A63GEB47485	HR
VEH	2	Pickup Trucks	15.01350	William Bell,Dodge Ram 2016	Dodge Ram 2016 1500	1C6RR6ST7GS312183	HR
VEH	2	Pickup Trucks	15.01353	Willie Russel, D Ram 2016	Dodge Ram 2500 ST	3C6TR4CT6GG155682	HR
VEH	2	Pickup Trucks	15.01354	Spare, Silverado 2017	Pickup,Chevy 2500	1GC1CUEG0HF113836	HR
VEH	2	Pickup Trucks	15.01355	Victor Smith, Chevy 2500 2017	Chevy 2500 2017	1GC1KUEGXHF114799	HR
VEH	2	Pickup Trucks	15.01356	Alphesus Stan, SILVERADO 2017	Chevy 2500 2017	1GC1CUEG8HF114409	HR
VEH	2	Pickup Trucks	15.01357	Bob Street, Silverado 2017	Chevy 2500 2017	1GC1CUEF3HF115435	HR
VEH	2	Pickup Trucks	15.01358	Cecilia Harrington, ChvySil 17	2017 Chevy Silverado 2500	1GC1CUEG3HF115208	HR
VEH	2	Pickup Trucks	15.01359	TBD, Silverado 2017	Chevy 1500 2017	1GCRCNEC1HZ180496	HR
VEH	2	Pickup Trucks	15.01360	Freddie Jackson Silverado 2017	Chevy 1500 2017	1GCRCNEC7HZ183208	HR
VEH	2	Pickup Trucks	15.01361	Wayne Chapel, Silverado 2017	Chevy 1500 2017	1GCRCNEC8HZ181404	HR
VEH	2	Pickup Trucks	15.01362	Steve Manuel, Silverado 2017	Chevy 1500 2017	1GCVKNEC7HZ177636	HR
VEH	2	Pickup Trucks	15.01363	Jack Gregory Silverado 2017	Chevy 1500 2017	1GCVKNEC4HZ180638	HR
VEH	2	Pickup Trucks	15.01364	Justina Smiling, Chevy 1500 17	2017 Chevy Silverado 1500	1GCVKNECOHZ178482	HR
VEH	2	Pickup Trucks	15.01366	Michael Gilley, Silverado 2017	Chevy 1500 2017	3GCUKSEC7HG277519	HR
VEH	2	Pickup Trucks	15.01367	John Baker, Silverado 2017	2017 1500 4WD Crew Cab	3GCUKSEC9HG242562	HR
VEH	2	Pickup Trucks	15.01368	Tony Johnson, Chevy 1500 2017	Chevy 1500 2017	3GCUKSEC2HG280599	HR
VEH	2	Pickup Trucks	15.01369	Teo Charez, Chev Colorado 18	Pickup,Chevrolet Colorado	1GCHSBEA4J1243901	HR
VEH	2	Pickup Trucks	15.01370	Sean Pinson, Chevrolet 2018	Pickup,Chevrolet Colorado	1GCHSBEA9J1246793	HR
VEH	2	Pickup Trucks	15.01371	TBD MOT,Chevrolet 2018	Pickup, Chevrolet Colorad	1GCHSBEA2J1245159	HR
VEH	2	Pickup Trucks	15.01372	Spare, Silverado 2018	Chevy Silverado 2018	1GCNCNEC1JZ289822	HR
VEH	3	Vans	15.01373	Spare, Chevrolet Van 2017	EXT Express Passenger Van	1GAWGEFG0H1349794	HR
VEH	2	Pickup Trucks	15.01374	Matt Johnson,Chevrolet 2018	2018 Chevrolet Colorado	1GCHSBEA6J1249182	HR
VEH	2	Pickup Trucks	15.01375	Spare, Chvy Silv 2018	Chevy 1500 2018	1GCRCNEC0JZ305994	HR
VEH	2	Pickup Trucks	15.01376	Craig Soloman,Silverado 2018	Chevy 1500 2018	3GCUKSEC6JG362177	HR
VEH	4	Sport Utility Vehicles	15.01377	Tracy Brookshier, Jeep GC 2018	2018 Jeep Grand Cherokee	1C4RJFAG9JC369412	HR
VEH	2	Pickup Trucks	15.01378	TBD, Dodge Ram 2500 2018	2018 Dodge Ram 2500	3C6UR5CJ5JG283878	HR
VEH	2	Pickup Trucks	15.01379	John Jenks, Dodge 2500 2018	2018 Dodge Ram 2500	3C6UR5CJ9JG278876	HR
VEH	2	Pickup Trucks	15.01381	Dallas Aumend,Dodge 2500 2018	2018 Dodge Ram 2500	3C6UR5CJ5JG278874	HR
VEH	2	Pickup Trucks	15.01382	Carlos Bernal, Ford F250 2019	2019 Ford F-250	1FT7W2B62KEC27514	HR
VEH	2	Pickup Trucks	15.01383	Edy Walters, Ford F250 2019	2019 Ford F-250	1FT7W2B61KEC56812	HR
VEH	2	Pickup Trucks	15.01384	Hunter Lands, Ford F250 2019	2019 Ford F-250	IFT7W2B6XKEC19516	HR
VEH	2	Pickup Trucks	15.01385	Jameel Pye, Ford F250 2019	2019 Ford F-250	1FT7W2B64KEC19513	HR
VEH	2	Pickup Trucks	15.01388	Spare, F150 2011	Pickup, Ford F150 2011	1FTEX1CM3CFB12363	HR
VEH	2	Pickup Trucks	15.01390	TBD, F150 2014	Pickup, Ford F150 2014	1FTEX1CM4EFC13317	HR
VEH	2	Pickup Trucks	15.01391	TBD, F150 2018	Pickup, Ford F150 2018	1FTEW1CP9JKC07253	HR

VEH	2	Pickup Trucks	15.01392	Sherman Henry, F150 2018	Pickup, Ford F150 2018	1FTEX1CB4JKE56037	HR
VEH	2	Pickup Trucks	15.01393	Rudy Perez, F150 2018	Pickup, Ford F150 2018	1FTEW1EG8JFC24292	HR
VEH	2	Pickup Trucks	15.01394	Kyle Johnson, F150 2019	Pickup, Ford F150 2019 -	1FTEW1E52KFB63974	HR
VEH	2	Pickup Trucks	15.01395	PTR Anthony Kirtpatri, F250 19	Pickup, Ford F250 2019	1FT7W2A67KEE67692	HR
VEH	2	Pickup Trucks	15.01396	Robert Hillegas, FordF150 2019	Pickup, Ford F150 2019	1FTEW1C57KFB63973	HR
VEH	2	Pickup Trucks	15.01397	Wrecked, Ford F150 2019	Pickup, Ford F150 2019	1FTEW1C55KFB63972	HR
VEH	2	Pickup Trucks	15.01398	Richard Mozdzen, FordF250 2019	2019 Ford F-250 4X4	1FT7W2B64KEF57011	HR
VEH	2	Pickup Trucks	15.01399	Louis Scianni, Ford F250 2019	2019 Ford F-250 4X4	1FT7W2B66KEF57012	HR
VEH	2	Pickup Trucks	15.01400	Percy Andrews, Ford F150 2019	2019 Ford F-150	1FTFX1E55KKE10042	HR
VEH	2	Pickup Trucks	15.01401	Zachary Greene, 2500 Dodge 19	2019 Dodge 2500 4X4	3C6UR5CJ4KG601670	HR
VEH	2	Pickup Trucks	15.01402	Nate Wojtkowiak, FordF150 2019	2019 Ford F-150	1FTFX1E59KKD68734	HR
VEH	2	Pickup Trucks	15.01403	Alec Osborn, Ford F150 2019	2019 Ford F-150	1FTFX1E55KKD54670	HR
VEH	4	Sport Utility Vehicles	15.01404	TBD,Ford Explorer 2020	2020 Ford Explorer 4X4 Sa	1FMSK8DH9LGA42272	HR
VEH	4	Sport Utility Vehicles	15.01405	Dawn Brown, Ford Explorer 2020	2020 Ford Explorer 4X4	1FMSK8DH5LGA42270	HR
VEH	4	Sport Utility Vehicles	15.01406	Christina Lessner, Ford Exp 20	2020 Ford Explorer 4X4	1FMSK8DH7LGA42271	HR
VEH	2	Pickup Trucks	15.01407	Jenir Ramirez, Dodge 2500 2019	2019 Dodge Ram 2500	3C6UR5CJ8KG601672	HR
VEH	4	Sport Utility Vehicles	15.01408	Spare, Ford Explorer 2020	2020 Ford Explorer 4X4	1FMSK8DH9LGA42269	HR
VEH	2	Pickup Trucks	15.01409	Darren Phillips, FordF150 2019	2019 Ford F-150 Lariet	1FTEW1E5XKKE52480	HR
VEH	2	Pickup Trucks	15.01410	Rony Mendez, Ford F250 2003	Pickup, Ford F250 2003	1FTNW20F73EA23920	HR
VEH	2	Pickup Trucks	15.01411	Auction Judy Wilson, F250 2012	Pickup, Ford F250 2012	1FT7W2BT6CEB93603	HR
VEH	2	Pickup Trucks	15.01412	Auction, Dodge 1500 2017	Pickup, Dodge 1500 2017	1C6RR7GG4HS807542	HR
VEH	4	Sport Utility Vehicles	15.01415	RB Auction, Kia Soul 2016	Kia Soul 2016	KNDJN2A26G7287542	HR
VEH	2	Pickup Trucks	15.01417	Johnnie Scott, F250 2016	Pickup, Ford F250 2016	1FT7W2B6XGEA96131	HR
VEH	2	Pickup Trucks	15.01418	Robert Jolly, Chevy 2014	Pickup, Chevy Silverado 2	1GCNKPEC4EZ401906	HR
VEH	2	Pickup Trucks	15.01419	Spare, Silverado 2014	Pickup, Chevy Silverado 2	1GCNCPEC3EZ236802	HR
VEH	2	Pickup Trucks	15.01420	Larry Grier, Chevy 2014	Pickup, Chevy Silverado 2	1GCNCPEC7EZ270113	HR
VEH	2	Pickup Trucks	15.01421	Shop Spare, Ford F250 XL 2005	Pickup, Ford F250 XL 2005	1FTNT20525EB82886	HR
VEH	2	Pickup Trucks	15.01424	Nate Wilcox, Ford F2504X4 2018	Pickup, Ford F250 4X4 201	1FT7W2BT0JEC87408	HR
VEH	2	Pickup Trucks	15.01428	Dale Eggleston, FordF250 2019	Pickup, Ford F250 4X4	1FT7X2BT0KED35195	HR
VEH	2	Pickup Trucks	15.01429	Jennifer Darnell, Ford F250 19	Pickup, Ford F250 4X4	1FD7X2B67KED96579	HR
VEH	2	Pickup Trucks	15.01430	Charlie Greer, Dodge2500 2019	2019 Dodge Ram 2500	3C6UR5CJXKG601673	HR
VEH	2	Pickup Trucks	15.01431	Jimmy Ballard, Ford F250 2019	2019 Ford F250	1FT7W2B65KEG66173	HR
VEH	2	Pickup Trucks	15.01433	Carmelo Sanchez, FordF150 2019	2019 Ford F150	1FTEW1E53KFC03639	HR
VEH	2	Pickup Trucks	15.01434	Zachary Voss, Chevy 1500 19	2019 Chevy 1500	2GCVKMEC3K1191298	HR
VEH	2	Pickup Trucks	15.01435	John Rudolph, Ford F250 2017	2017 F250	1FT7W2A69HED45585	HR
VEH	2	Pickup Trucks	15.01436	Brandon McCranie, Ford F150 18	2018 F150	1FTEW1CB1JKE51127	HR
VEH	2	Pickup Trucks	15.01437	Jeremy Cassett, Ford F350 2016	2016 F350	1FD8W3G62GEA67091	HR
VEH	2	Pickup Trucks	15.01438	Noel Echevarria, FordF350 2016	2016 F350	1FD8W3G64GEA67092	HR
VEH	2	Pickup Trucks	15.01439	Jason Miller, Ford F250 2017	2017 Ford F250	1FT7W2A63HED45582	HR
VEH	2	Pickup Trucks	15.01440	Cody Faucett, Ford F150 2018	2018 F150 4X2	1FTEW1CB5JKE51129	HR
VEH	2	Pickup Trucks	15.01441	Tony Broughton, Ford F250 2018	2018 F250 4X2	1FT7W2A64JEC66198	HR
VEH	2	Pickup Trucks	15.01444	Chris Kintz, Ford F250 2015	2015 F250	1FT7W2A63FEA07161	HR
VEH	2	Pickup Trucks	15.01445	Randy Rhodes, Ford F250 2017	2017 F250	1FT7W2A64HED45588	HR
VEH	2	Pickup Trucks	15.01446	Herman Knowles, Ford F250 2017	2017 F250	1FT7W2A66HED45589	HR
VEH	2	Pickup Trucks	15.01447	Jamie Palmer, Ford F150 2018	2018 F150	1FTEW1CBXJKE51126	HR
VEH	2	Pickup Trucks	15.01448	TBD, Ford F350 2016	2016 F350	1FD8W3G66GEA67093	HR
VEH	2	Pickup Trucks	15.01449	Kyle Bowman, Ford F150 2019	2019 Ford F-150	1FTEW1E5XKKE44850	HR
VEH	2	Pickup Trucks	15.01450	Dusty Hert, Ford F250 2020	2020 Ford F-250	1FT7W2BN2LEC27005	HR
VEH	2	Pickup Trucks	15.01451	Cody Story, Ford F250 2020	2020 Ford F-250	1FT7W2B66LEC16212	HR
VEH	2	Pickup Trucks	15.01452	Jose Rodriguez, Ford F250 2020	2020 Ford F-250	1FT7W2BN5LEC85870	HR
VEH	2	Pickup Trucks	15.01453	Jason Whitaker, Ford F150 2020	2020 Ford F150	1FTEX1EP2LKD36898	HR
VEH	2	Pickup Trucks	15.01454	Alex Velasquez, Ford F150 2020	2020 Ford F150 4X4	1FTFW1E49LFB99920	HR
VEH	2	Pickup Trucks	15.01455	Shannon Willis, Ford F150 2020	2020 Ford F150 4X4	1FTEW1EP1LFB99917	HR
VEH	2	Pickup Trucks	15.01456	Charles Roesler, FordF150 2020	2020 Ford F150 4X2	1FTEW1CP6LFB84784	HR
VEH	2	Pickup Trucks	15.01457	Jeff Barkley, Ford F150 2020	2020 Ford F150 4X2	1FTEW1CP4LFB84783	HR
VEH	2	Pickup Trucks	15.01458	Dennis Hubbard, Ford F150 2020	2020 Ford F150 4X2	1FTEW1C59LFA73998	HR
VEH	2	Pickup Trucks	15.01459	TBD, Ford F150 2020	2020 Ford F150 4X2	1FTEW1C57LFA73997	HR
VEH	2	Pickup Trucks	15.01460	Tony Farrington, FordF350 2020	2020 Ford F350 PU	1FT8W3BN7LED92364	HR
VEH	2	Pickup Trucks	15.01461	Eric Wright, Ford F350 2020	2020 Ford F350 PU	1FT8W3BN1LED75317	HR
VEH	2	Pickup Trucks	15.01462	Michael Smith, Ford F150 2020	2020 Ford F150	1FTEW1E4XLFA34616	HR
VEH	2	Pickup Trucks	15.01463	QC Dan Krell Jr, FordF150 2020	2020 Ford F150	1FTEX1EPXLKE85270	HR
VEH	2	Pickup Trucks	15.01464	Sammy Tanner, Silverado 2020	2020 Chevy Silverado	3GCUYAEF2LG337184	HR
VEH	2	Pickup Trucks	15.01465	Cleve Hillard, Ford F250 2021	2021 Ford F250	1FT7W2B62MEC24423	HR
VEH	2	Pickup Trucks	15.01466	Felipe Garcia, Ford F150 2020	2020 Ford F150	1FTEX1CP6LKF24648	HR
VEH	2	Pickup Trucks	15.01467	Eric Voss, Ford F150 2021	2021 Ford F150	1FTFW1E50MFA03731	HR
VEH	2	Pickup Trucks	15.01468	Sam Aleman, Ford F150 2021	2021 Ford F150	1FTFW1E59MFA03730	HR
VEH	2	Pickup Trucks	15.01469	Alfredo Garcia, Ford F250 2021	2021 Ford F250	1FT7W2BN3MEC09114	HR
VEH	2	Pickup Trucks	15.01470	Anthony Carr, Ford F250 2021	2021 Ford F250	1FT7W2BN3MEC09113	HR
VEH	4	Sport Utility Vehicles	15.01471	Rick Sloan, Ford Explorer 2021	2021 Ford Explorer	1FMSK7BH5MGA12457	HR
VEH	2	Pickup Trucks	15.01472	Mark Lendon, Ford F150 2021	2021 Ford F150	1FTFW1E54MFA03733	HR
VEH	2	Pickup Trucks	15.01473	Felimon Camarillo, FordF150 21	2021 Ford F150	1FTFW1E54MKD20221	HR
VEH	2	Pickup Trucks	15.01474	Perez Balatazar, Ford F150 21	2021 Ford F150	1FTFW1E54MFA03734	HR
VEH	2	Pickup Trucks	15.01475	David Crowe , Ford F150 2021	2021 Ford F150	1FTFW1E54MFA03732	HR
VEH	2	Pickup Trucks	15.01476	Trevor Pearson, FordF150 2021	2021 Ford F150	1FTFW1E54MKD20220	HR

VEH	2	Pickup Trucks	15.01477	TBD, Ford F150 2021	2021 Ford F150	1FTFW1E55MFA22386	HR
VEH	2	Pickup Trucks	15.01478	Bowen Martin, Ford F150 21	2021 Ford F150	1FTFW1E55MKD06978	HR
VEH	2	Serv Trucks	15.01479	David Votrobek, Ford F150 2021	2021 Ford F150 SuperDuty	1FTFW1E8XMFA66975	HR
VEH	2	Serv Trucks	15.01480	David Huff, Ford F150 2021	2021 Ford F150	1FTFW1E59MFA12296	HR
VEH	2	Serv Trucks	15.01481	Susan Schmidt, Ford F150 2021	2021 Ford F150 Pickup	1FTFW1E5XMKD25400	HR
VEH	2	Serv Trucks	15.01482	Todd Goodman, Ford F150 2021	2021 Ford F150 Pickup	1FTFW1E56MFA67000	HR
VEH	2	Serv Trucks	15.01483	Patrick Corbin, Ford F150 2021	2021 Ford F150 Pickup	1FTFW1E5XMFA66979	HR
VEH	2	Pickup Trucks	15.01484	Chris Riley, Ford F150 2021	2021 Ford F150	1FTFW1E87MFB12150	HR
VEH	2	Pickup Trucks	15.01485	Windel Henderson, Ford F150 21	2021 Ford F150	1FTFW1E81MFB67869	HR
VEH	2	Pickup Trucks	15.01486	Pat Brennan, Ford F150 2021	2021 Ford F150	1FTEW1CP1MKD30940	HR
VEH	2	Pickup Trucks	15.01487	Stanley McKinsley, 2021 F-150	2021 Ford F150	1FTEW1CP6MFA46406	HR
VEH	2	Pickup Trucks	15.01488	Glenn Dutram, Frd F250 2021	Pickup, 2021 Ford F25	1FT7W2A61MED51942	HR
VEH	2	Pickup Trucks	15.01489	Bobby Wilson, Ford F150 2021	2021 Ford F150	1FTFW1E88MFB67870	HR
VEH	2	Pickup Trucks	15.01490	Wil Whiddon, Ford F150 2020	2020 Ford F150	1FTEW1E55LKF33520	HR
VEH	2	Pickup Trucks	15.01491	TBD, Ford F150 2019	2019 Ford F150	1FTEW1C45KFC78868	HR
VEH	2	Pickup Trucks	15.01492	Zach Ashcraft, Ford F150 2018	2018 Ford F150	1FTEW1EB4JFD14074	HR
VEH	2	Pickup Trucks	15.01493	Benjamin James, Ford F150 2014	2014 Ford F150	1FTFW1CF8EFC85825	HR
VEH	2	Pickup Trucks	15.01494	Stuart Savoy, Ford F150 2021	2021 Ford F150	1FTFW1ED1MFB43844	HR
VEH	2	Pickup Trucks	15.01495	Donald Duffy, Ford F150 2021	2021 Ford F150	1FTFW1E50MKE45156	HR
VEH	2	Pickup Trucks	15.01496	Toby Richardson, Ford F150 21	2021 Ford F150	1FTFW1E50MKE45154	HR
VEH	2	Pickup Trucks	15.01497	Wrecked, Ford F150 2021	2021 Ford F150	1FTEW1C51MKE45150	HR
VEH	2	Pickup Trucks	15.01498	Neal Roop, F150 2021	2021 Ford F150 SuperDuty	1FTFW1E59MKE45155	HR
VEH	2	Pickup Trucks	15.01499	Justin Castrejon,FordF250 2022	2022 Ford F250	1FT7W2B60NEC34577	HR
VEH	2	Pickup Trucks	15.01500	QC Spare, Ford F150 2021	2021 Ford F150	1FTFW1E55MKE45153	HR
VEH	2	Pickup Trucks	15.01501	Jerome Paterson, Ford F150 21	2021 Ford F150	1FTFW1E52MKE45157	HR
VEH	2	Pickup Trucks	15.01502	Sam Lane, Ford F150 2021	2021 Ford F150	1FTFW1E53MKE45152	HR
VEH	2	Pickup Trucks	15.01503	Brian Wilbanks, Ford F150 2021	2021 Ford F150	1FTEW1EP5MKE03742	HR
VEH	2	Pickup Trucks	15.01504	Billy Burke, Ford F250 2022	2022 Ford F250	1FT7W2B69NEC34576	HR
VEH	2	Pickup Trucks	15.01505	Josh Kitner, Ford F250 2022	2022 Ford F250	1FT7W2B67NEC34575	HR
VEH	2	Pickup Trucks	15.01506	Terry Overcash, Ford F150 2021	2021 Ford F150	1FTEW1EP8MFC20764	HR
VEH	2	Pickup Trucks	15.01507	Leo Young, Ford F250 2022	2022 Ford F250	1FT7W2B65NEC34574	HR
VEH	2	Pickup Trucks	15.01508	Matt Prevatt, Ford F250 2022	2022 Ford F250	1FT7W2B63NEC34573	HR
VEH	2	Pickup Trucks	15.01509	Kevin Collinswor, Ford F250 22	2022 Ford F250	1FT7W2B61NEC34572	HR
VEH	2	Pickup Trucks	15.01510	Dewayne Hitchcock,Ford F150 21	2021 Ford F150	1FTFW1E84MFC20757	HR
VEH	2	Pickup Trucks	15.01511	Shane Gibson, Ford F350 2018	2018 Ford F350	1FT8W3BT6JEB05351	HR
VEH	2	Pickup Trucks	15.01512	Travis Lambert, Dodge 2500 20	2020 Dodge Ram 2500	3C6UR5HL7LG239913	HR
VEH	2	Pickup Trucks	15.01513	James Shelton, Dodge 2500 2020	2020 Dodge Ram 2500	3C6UR5HJ9LG163738	HR
VEH	2	Pickup Trucks	15.01514	Timothy Gentry, Ford F250 2019	2019 Ford F250	1FT7W2B67KEC28576	HR
VEH	2	Pickup Trucks	15.01515	Angie Castleberry, FordF250 18	2018 Ford F250	1FT7W2B67JEB26449	HR
VEH	2	Pickup Trucks	15.01516	Travis Vaughn, Ford F250 2017	2017 Ford F250	1FT7W2B63HEF43156	HR
VEH	2	Pickup Trucks	15.01517	Spare, Chevy 2500 16	2016 Chevy 2500	1GC1KUEG3GF230313	HR
VEH	2	Pickup Trucks	15.01518	Kristi Jordan,Ford F250 2016	2016 Ford F250	1FT7W2B66GEB22031	HR
VEH	2	Pickup Trucks	15.01519	TBD MOT, Ford F250 2016	2016 Ford F250	1FT7W2B65GEC04171	HR
VEH	2	Pickup Trucks	15.01520	Spare, Ford F250 2015	2015 Ford F250	1FT7X2B6XFEA49516	HR
VEH	2	Pickup Trucks	15.01521	Spare,Ford F250 2015	2015 Ford F250	1FT7W2A66FEB49827	HR
VEH	2	Pickup Trucks	15.01522	Kyle Kostelecky, FordF250 2012	2012 Ford F250	1FTBF2B63CED14169	HR
VEH	2	Pickup Trucks	15.01523	Spare, Ford F250 2011	2011 Ford F250	1FTBF2B66BEB58420	HR
VEH	2	Pickup Trucks	15.01524	Jacob Greer, Dodge Ram 2002	2002 Dodge Ram 2500	3B7KF236X2M305329	HR
VEH	2	Pickup Trucks	15.01526	Patrick Tullius, Chevy 1500 16	2016 Chevy 1500	1GCNCNEC3GZ423674	HR
VEH	2	Pickup Trucks	15.01527	John Giddens, Ford F150 2013	2013 Ford F150	1FTMF1EM8DKF21897	HR
VEH	2	Pickup Trucks	15.01528	Bryan Waldman, Ford F150 2021	2021 Ford F150	1FTEW1C53MKE45151	HR
VEH	2	Pickup Trucks	15.01529	Vern Street, Ford F250 2021	2021 Ford F250	1TF7W2A63MED51764	HR
VEH	3	Vans	15.01530	Concrete Van, Chevrolet P32 92	1992 Chevrolet P32	1GCHP32K2N3305942	HR
VEH	2	Pickup Trucks	15.01531	Keith Myrick, F150 2021	2021 Ford F150	1FTFW1E54MKE45161	HR
VEH	4	Sport Utility Vehicles	15.01532	Alan Crenshaw, Jeep GC 2021	Jeep Grand Cherokee 2021	1C4RJKBG8M8205700	HR
VEH	2	Pickup Trucks	15.01533	Phillip Faircloth,Ford F150 21	2021 Ford F150	1FTEW1EP1MKE97683	HR
VEH	2	Pickup Trucks	15.01534	Anthony Edwards, Ford F150 21	2021 Ford F150	1FTFW1E53MKE45166	HR
VEH	2	Pickup Trucks	15.01535	David Hill, Ford F150 2021	2021 Ford F150	1FTFW1E53MKE45164	HR
VEH	2	Pickup Trucks	15.01536	David Vaught, Ford F150 2022	2022 Ford F150 Lariat	1FTFW1E80NKD00081	HR
VEH	2	Pickup Trucks	15.01537	Thomas Jones, Ford F150 2022	2022 Ford F150	1FTEW1EB1NKD18337	HR
VEH	2	Pickup Trucks	15.01538	Arianc Andrews, Chevy1500 2016	2016 Chevy 1500	3GCUKSEC1GG273304	HR
VEH	2	Pickup Trucks	15.01539	Kaleb Archer, Ford F150 2012	2012 Ford F150	1FTFW1CT6CFA98716	HR
VEH	2	Pickup Trucks	15.01541	DNH, Ford F150 2013	2013 Ford F150	1FTFW1ET6DFA78058	HR
VEH	2	Pickup Trucks	15.01542	DNH, Ford F150 2016	2016 Ford F150	IFTEW1EG5GFB35174	HR
VEH	2	Pickup Trucks	15.01543	Josh Hicks, Ford F150 2016	2016 Ford F150	1FTEW1EF8GKF91541	HR
VEH	2	Pickup Trucks	15.01544	Casey Cook, Dodge 2500 2019	2019 Dodge 2500	3C6UR5DL6KG544260	HR
VEH	2	Pickup Trucks	15.01545	Spare, Dodge 2500 2018	2018 Dodge 2500	3C6UR5CJ7JG256164	HR
VEH	2	Pickup Trucks	15.01546	DNH, Ford F150 Raptor 2017	2017 Ford F150 Raptor	1FTFW1RG3HFA40838	HR
VEH	2	Pickup Trucks	15.01547	Tim Kruger, Ford F150 2019	2019 Ford F150 Raptor	1FTFW1RG5KFA42727	HR
VEH	2	Pickup Trucks	15.01548	DNH, Ford F250 2006	2006 Ford F250	1FTSW21P56EB21391	HR
VEH	2	Pickup Trucks	15.01549	Nate Westerly, Ford F250 2017	2017 Ford F250	1FT7W2B69HEB59558	HR
VEH	2	Pickup Trucks	15.01550	DNH, Ford F250 2017	2017 Ford F250	1FT7W2B64HEF18623	HR
VEH	2	Pickup Trucks	15.01551	Taylor Walker, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL2JG398311	HR
VEH	2	Pickup Trucks	15.01552	Jeff Sheets, Ford F250 2019	2019 Ford F250	1FT7W2BT5KEC89446	HR

VEH	2	Pickup Trucks	15.01553	Jeremy Powell, Ford F250 2019	2019 Ford F250	1FT7W2BT4KEF63414	HR
VEH	2	Pickup Trucks	15.01554	Reggie Sewell, Ford F250 2020	2020 Ford F250	1FT7W2BT7LED34565	HR
VEH	2	Pickup Trucks	15.01555	Spare, Dodge 3500 2017	2017 Dodge 3500 Crew Cab	3C7WRTCL8HG647179	HR
VEH	2	Pickup Trucks	15.01557	David Strevels, Ford F350 2006	2006 Ford F350	1FDWW37P36EB42881	HR
VEH	2	Pickup Trucks	15.01558	Spare, Nissan Frontier 2010	2010 Nissan Frontier	1N6AD0EVXAC419287	HR
VEH	2	Pickup Trucks	15.01559	TBD, Dodge 1500 2012	2012 Dodge 1500	1C6RD7GT6CS342170	HR
VEH	2	Pickup Trucks	15.01562	TBD, Dodge 1500 2014	2014 Dodge 1500	3C6RR7KT6EG197148	HR
VEH	2	Pickup Trucks	15.01563	TBD, Dodge 1500 15	2015 Dodge 1500	1C6RR7KTXFS528047	HR
VEH	2	Pickup Trucks	15.01565	Spare, Dodge 1500 2019	2019 Dodge 1500	3C6RR7KT5KG715309	HR
VEH	2	Pickup Trucks	15.01566	Heath Webb, Dodge 1500 2019	2019 Dodge 1500	3C6RR7KT2KG715297	HR
VEH	2	Pickup Trucks	15.01569	Matthew Ducre, Dodge 2500 2014	2014 Dodge 2500	3C6TR5DT1EG217815	HR
VEH	2	Pickup Trucks	15.01570	Jonathan Hindall,Dodge 2500 15	2015 Dodge 2500	3C6TR5DT5FG573816	HR
VEH	2	Pickup Trucks	15.01571	Bruce Murphy, Dodge 2500 2015	2015 Dodge 2500 4x4 Crew	3C6TR5DT9FG573771	HR
VEH	2	Pickup Trucks	15.01572	Nolan Brown, Dodge 2500 2015	2015 Dodge 2500 SLT	3C6TR5DT5FG681689	HR
VEH	2	Pickup Trucks	15.01574	Katlyn Peterson, Dodge 2500 15	2015 Dodge 2500 SLT	3C6UR5DL8FG662476	HR
VEH	2	Pickup Trucks	15.01577	Auction, Dodge 2500 2016	2016 Dodge 2500 SLT	3C6UR5DL5GG138963	HR
VEH	2	Pickup Trucks	15.01578	Alvin McFarland, Dodge 2500 16	2016 Dodge 2500	3C6TR5DT5GG256779	HR
VEH	2	Pickup Trucks	15.01579	Derrick Patrick, Dodge 2500 16	2016 Dodge 2500 SLT	3C6TR5DTXGG100981	HR
VEH	2	Pickup Trucks	15.01580	Spare, Dodge 2500 2017	2017 Dodge 2500	3C6UR5CJ8HG663484	HR
VEH	2	Pickup Trucks	15.01581	Desmond Patrick, Dodge 2500 17	2017 Dodge 2500	3C6UR5CJ3HG663487	HR
VEH	2	Pickup Trucks	15.01582	Spare, Dodge 2500 2017	2017 Dodge 2500	3C6TR5DT0HG652149	HR
VEH	2	Pickup Trucks	15.01584	Ben Lowrey, Dodge 2500 2017	2017 Dodge 2500 SLT	3C6TR5DT6HG610245	HR
VEH	2	Pickup Trucks	15.01585	Nick Pollock, Dodge 2500 2017	2017 Dodge 2500	3C6TR5DT1HG629883	HR
VEH	2	Pickup Trucks	15.01586	Malachi Pitts, Dodge 2500 2017	2017 Dodge 2500	3C6TR5DT0HG652443	HR
VEH	3	Vans	15.01587	DNH, Cargo Van Ford 2015	2015 Ford Transit Cargo V	NM0GE9F71F1209532	HR
VEH	2	Pickup Trucks	15.01588	Spare, Dodge 2500 2017	2017 Dodge 2500 SLT	3C6UR5DL2HG534592	HR
VEH	2	Pickup Trucks	15.01589	Michael Faber, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL8JG215512	HR
VEH	2	Pickup Trucks	15.01590	Spare, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL1JG221166	HR
VEH	2	Pickup Trucks	15.01591	Spare, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL6JG215654	HR
VEH	2	Pickup Trucks	15.01592	Danial Cannon, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL9JG245683	HR
VEH	2	Pickup Trucks	15.01593	Cody Miller, Dodge 2500 2018	2018 Dodge 2500 SLT	3C6UR5DL3JG277562	HR
VEH	2	Pickup Trucks	15.01594	Brian Slesser, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL2JG395084	HR
VEH	2	Pickup Trucks	15.01595	Kyle Reece, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL9JG398256	HR
VEH	2	Pickup Trucks	15.01596	Earl Smith, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL7JG402417	HR
VEH	2	Pickup Trucks	15.01597	Jarret Powell, Dodge 2500 2018	2018 Dodge 2500HD 4x4 Cre	3C6UR5CL4JG148473	HR
VEH	2	Pickup Trucks	15.01598	Anothony Silva, Dodge2500 2016	2016 Dodge 2500 4x4 Crew	3C6TR5DT7GG303830	HR
VEH	2	Pickup Trucks	15.01600	Wayne Corbin, Dodge 2500 2019	2019 Dodge 2500	3C6UR5DLXKG519524	HR
VEH	2	Pickup Trucks	15.01601	Ken Athey, Dodge 2500 2019	2019 Dodge 2500	3C6UR5DLXKG519507	HR
VEH	2	Pickup Trucks	15.01602	Jamar Patrick, Dodge 2500 2020	2020 Dodge 2500	3C6UR5CJ3LG100268	HR
VEH	2	Pickup Trucks	15.01603	Shelby Godwin, Dodge 2500 2020	2020 Dodge 2500	3C6UR5CJ5LG100269	HR
VEH	2	Pickup Trucks	15.01604	Spare, Dodge 2500 2020	2020 Dodge 2500	3C6UR5CJ1LG100267	HR
VEH	2	Pickup Trucks	15.01605	Joseph Watford, Dodge2500 2020	2020 Dodge 2500	3C6UR5CJ6LG100264	HR
VEH	2	Pickup Trucks	15.01606	Spare, Dodge 2500 2020	2020 Dodge 2500	3C6UR5CJ8LG100265	HR
VEH	2	Pickup Trucks	15.01607	TBD, Dodge 2500 2020	2020 Dodge 2500	3C6UR5CJXLG100266	HR
VEH	2	Pickup Trucks	15.01608	Clint Peace, Dodge 2500 2020	2020 Dodge 2500	3C6UR5DL4LG116835	HR
VEH	2	Pickup Trucks	15.01609	James Decker, Dodge 2500 2020	2020 Dodge 2500	3C6UR5DL4LG140892	HR
VEH	2	Pickup Trucks	15.01610	TBD, Dodge 2500 2020	2020 Dodge 2500	3C6UR5JL7LG116042	HR
VEH	2	Pickup Trucks	15.01611	TBD, Dodge 2500 2015	2015 Dodge 2500 4x4 Crew	3C6UR5DL0FG638446	HR
VEH	2	Pickup Trucks	15.01612	Robert Singer, Ford F250 2022	2022 Ford F250 Superduty	1FT8W2BT8NEF76000	HR
VEH	2	Pickup Trucks	15.01613	Johnny Vickers, Ford F150XL 19	2019 Ford F150 XL	1FTEW1E56KFD01662	HR
VEH	4	Sport Utility Vehicles	15.01614	Bob Flowers, Tahoe 2023	2023 Tahoe K1500	1GNSKPKD4PR169723	HR
VEH	2	Pickup Trucks	15.01615	Justin Miller, Ford F250 2022	2022 Ford F250 Superduty	1FT7W2B68NEG30739	HR
VEH	2	Pickup Trucks	15.01616	Josh Harris, Ford F250 2022	2022 Ford F250 Superduty	1FT7W2B66NEG30738	HR
VEH	2	Pickup Trucks	15.01617	Steve Jordan, Ford F250 2022	2022 Ford F250 Superduty	1FT7W2B64NEG30740	HR
VEH	2	Pickup Trucks	15.01618	Jose Sanchez8, Ford F250 2022	2022 Ford F250 Superduty	1FT7W2B66NEG30741	HR
VEH	2	Pickup Trucks	15.01619	Terry Hall, Ford F150 2022	2022 Ford F150	1FTFW1ED2NFC19766	HR
VEH	2	Pickup Trucks	15.01620	Allen Anderson, Ford F150 22	2022 Ford F150	1FTFW1ED9NFC19649	HR
VEH	2	Pickup Trucks	15.01621	Frankie Morrell, FordF150 2022	2022 Ford F150	1FTFW1ED9NFC20008	HR
VEH	2	Pickup Trucks	15.01622	Steve Tate, Ford F250 2022	2022 Ford F250 Super Duty	1FT7W2B60NEF62789	HR
VEH	2	Pickup Trucks	15.01623	Seth Junkins, Ford F150 2022	2022 Ford F150	1FTFW1EDXNFC19675	HR
VEH	2	Pickup Trucks	15.01624	Tyler Hicks, Ford F350 2022	2022 Ford F350 Super Duty	1FT8W3BT6NEF63039	HR
VEH	2	Pickup Trucks	15.01625	Colby Corbin, Ford F350 2022	2022 Ford F350 Super Duty	1FT8W3BT2NEF63040	HR
VEH	2	Pickup Trucks	15.01626	Kevin Vandyke, Ford F350 2022	2022 Ford F350 Super Duty	1FT8W3BT4NEF63041	HR
VEH	2	Pickup Trucks	15.01627	Jacob Hamric, Ford F250 2022	2022 Ford F250 Super Duty	1FT8W2BTXNEF63037	HR
VEH	2	Pickup Trucks	15.01628	Charles Piercy, Ford F150 2022	2022 Ford F150	1FTFW1ED7NFC19990	HR
VEH	2	Pickup Trucks	15.01629	Jonathan Sanders, Ford F150 22	2022 Ford F150	1FTFW1ED4NFC19669	HR
VEH	2	Pickup Trucks	15.01630	Ben Smith, Ford F150 2022	2022 Ford F150	1FTFW1EDXNFC19739	HR
VEH	2	Pickup Trucks	15.01631	Willie Eisland, Ford F150 22	2022 Ford F150	1FTFW1EDXNFC19742	HR
VEH	2	Pickup Trucks	15.01632	TBD, Ford F250 2022	2022 Ford F250 Super Duty	1FT8W2BT2NEG22565	HR
VEH	2	Pickup Trucks	15.01633	Armando Aguilar, Ford F250 22	2022 Ford F250 Super Duty	1FT8W2BT1NEF76002	HR
VEH	2	Pickup Trucks	15.01634	Doug Goodman, Ford F250 2022	2022 Ford F250 Super Duty	1FT8W2BT1NEF63038	HR
VEH	2	Pickup Trucks	15.01635	Joe Bair, Ford F250 2022	2022 Ford F250 Super Duty	1FT8W2BT6NEF63035	HR
VEH	2	Pickup Trucks	15.01636	Anthony Seaborn, Ford F250 22	2022 Ford F250 Super Duty	1FT7W2B6XNEF29170	HR
VEH	2	Pickup Trucks	15.01637	Woodrow Shelton, Ford F250 22	2022 Ford F250 Super Duty	1FT7W2B67NEF62790	HR

VEH	2	Pickup Trucks	15.01638	Jack Register, Ford F150 2022	2022 Ford F150	1FTFW1ED8NFC20002	HR
VEH	2	Pickup Trucks	15.01639	Garry Fitzgerald, Ford F150 22	2022 Ford F150	1FTFW1E51NFB94559	HR
VEH	2	Pickup Trucks	15.01640	Cody Skelton, Ford F150 2022	2022 Ford F150	1FTFW1E81NFC26615	HR
VEH	2	Pickup Trucks	15.01641	TBD, Ford F150 2022	2022 Ford F150	1FTFW1ED6NFC19687	HR
VEH	2	Pickup Trucks	15.01642	Amber Evans, Ford F150 2022	2022 Ford F150	1FTFW1ED3NFC19971	HR
VEH	2	Pickup Trucks	15.01643	Randy Marchand, Ford F150 2022	2022 Ford F150	1FTFW1ED1NFC19726	HR
VEH	2	Pickup Trucks	15.01644	Calan Sefo, Ford F150 2023	2023 Ford F150	1FTFW1E57PKD45561	HR
VEH	2	Pickup Trucks	15.01645	Travis Parker, Ford F150 2022	2022 Ford F150	1FTFW1E87NKE51287	HR
VEH	2	Pickup Trucks	15.01646	Jose Manzano, Ford F150 2023	2023 Ford F150	1FTEW1EP5PFA78507	HR
VEH	2	Pickup Trucks	15.01647	Terrance Hawkins, Ford F150 23	2023 Ford F150	1FTFW1E5XPKD45506	HR
VEH	2	Pickup Trucks	15.01648	Kyle Hood, Ford F150 2023	2023 Ford F150	1FTFW1E57PKD45575	HR
VEH	2	Pickup Trucks	15.01649	Evan Dicenso, Ford F150 2023	2023 Ford F150	1TFTW1E55PFB14568	HR
VEH	2	Pickup Trucks	15.01650	Kyle Pilgrim, Ford F150 2023	2023 Ford F150	1FTFW1E52PKD40073	HR
VEH	2	Pickup Trucks	15.01651	Austin Wilson, Ford F150 2023	2023 Ford F150	1FTEX1C89PKD46149	HR
VEH	2	Pickup Trucks	15.01652	William Seay, Ford F250 2023	2023 Ford F250	1FT8W2BA2PEC50503	HR
VEH	2	Pickup Trucks	15.01653	David Milburn, Ford F250 2023	2023 Ford F250	1FT8W2BAXPEC61815	HR
VEH	2	Pickup Trucks	15.01654	Cody Godwin, Ford F250 2023	2023 Ford F250	1FT7W2BA6PEC50502	HR
VEH	2	Pickup Trucks	15.01655	TJ Elmore, Ford F150 2023	2023 Ford F150	1FTFW1E51PFA80936	HR
VEH	2	Pickup Trucks	15.01656	Jeff Brown, Ford F250 2023	2023 Ford F250	1FT8W2BA8PEC61814	HR
VEH	2	Pickup Trucks	15.01657	Jared Hammerle, Ford F150 2023	2023 Ford F150	1FTFW1E8XPFA43183	HR
VEH	2	Pickup Trucks	15.01658	TBD, Ford F250 2023	2023 Ford F250	1FT7W2BA7PEC20649	HR
VEH	2	Pickup Trucks	15.01659	Daryle Hampton, ChevySilver 23	2023 Chevy Silverado K150	1GCUDEED5PZ269325	HR
VEH	2	Pickup Trucks	15.05000	Charles Baker, Chevy2500 2007	2007 Chevy 2500 Utility	1GBHC24D67E127324	HR
VEH	2	Pickup Trucks	15.06014	Phil Johnson,Mech Ford F550 04	Mech. Truck, Ford F550 D	1FDAF56P84EA66014	HR
VEH	2	Pickup Trucks	15.06017	MOT, Ford F550 D 2006	Ford F550 D 2006	1FDAF57PX6EB82087	HR
VEH	2	Pickup Trucks	15.06019	Mike Murphy, Cone F550 2008	2008 Ford F550 Diesel M/T	1FDAF57R18EB54022	HR
VEH	2	Pickup Trucks	15.06026	TBD MOT, GMC 2007	GMC K5500 4X4 w/ Crane 20	1GDE5C3257F415307	HR
VEH	2	Pickup Trucks	15.06027	Fukushima, Dustin - F550 2011	2011 Ford F550 4X4 w/Cran	1FDUF5HT6BEB07437	HR
VEH	2	Pickup Trucks	15.06028	Auction, Ford F550 2012	2012 Ford F550 4X4 w/Cran	1FDUF5HT3CEA98701	HR
VEH	2	Pickup Trucks	15.06030	Thade Kreitzer, Ford F550 2012	Ford F550 4X4 w/ Crane 20	1FDUF5HT7CEA98703	HR
VEH	2	Pickup Trucks	15.06031	Roberto Hernandz, F550Crane 12	2012 Ford F550 4X4 w/Cran	1FDUF5HT9CEA98704	HR
VEH	2	Pickup Trucks	15.06032	Herman Brown, F550 2012	2012 Ford F550 4X4 w/Cran	1FDUF5HT7CEC37812	HR
VEH	2	Pickup Trucks	15.06033	James Kardell,Dodge Ram5500 17	2017 Mechanic Truck	3C7WRNBL7HG677819	HR
VEH	0	On-Highway TruckS	15.06034	Michael Bronson, Ram 5500 2017	2017 Asphalt Water Truck	3C7WRMFL2HG645655	HR
VEH	0	On-Highway TruckS	15.06035	Daniel Sweeney, Dodge5500 2017	2017 Dodge Ram 5500	3C7WRMFL0HG645654	HR
VEH	2	Pickup Trucks	15.06036	Clyde Miller, Dodge Ram 2018	2018 5500 Dodge Ram	3C7WRNBL4JG110389	HR
VEH	0	On-Highway TruckS	15.06037	Kenneth Feulner, Ram 5500 2018	2018 Asphalt Water Truck	3C7WRMFL1JG151325	HR
VEH	0	On-Highway TruckS	15.06038	Walter Johnson, Ram 5500 2017	2018 Asphalt Water Truck	3C7WRMFLXJG151324	HR
VEH	2	Pickup Trucks	15.06039	Frank Morales, F550 2012	2012 Ford F550 Service Tr	1FDUF5GT2CEB23301	HR
VEH	2	Pickup Trucks	15.06040	Renae Sessler, Ford 550 2019	2019 Asphalt Water Truck	1FDOW5GT8KEF22243	HR
VEH	2	Pickup Trucks	15.06041	Kevin Esland, Ford 550 2019	2019 Asphalt Water Truck	1FDOW5GT6KEF22242	HR
VEH	2	Pickup Trucks	15.06042	Joey Lawlor, Ford F550 2019	2019 Ford F550 4X4 w/Cran	1FDUF5HT5KDA24684	HR
VEH	2	Pickup Trucks	15.06045	Voley Martin, 2014 Ford F550	2014 Ford F550	1FDUF5HT9EEB81410	HR
VEH	2	Pickup Trucks	15.06047	Tristan Huggins, FordF250 2016	2016 Ford F250	1FD7X2B66GEA40048	HR
VEH	2	Pickup Trucks	15.06048	MOT, Isuzu 2008	2008 Isuzu	JALB4W16X87400734	HR
VEH	2	Pickup Trucks	15.06049	James Kee, Peterbilt 2016	2016 Peterbilt Mech Trk	2NP2HM6X4HM431722	HR
VEH	2	Pickup Trucks	15.06050	Matthew Lake, F350 2020	2020 F350 Mech Truck	1FTRF3B60LEC59684	HR
VEH	2	Pickup Trucks	15.06052	Hunter Schrader, F550 2019	2019 F550 Mech Truck	1FDUF5HT0KEG12082	HR
VEH	2	Pickup Trucks	15.06053	Manny Morales, Ford F550 2020	2020 Ford F550	1FDUF5HT0LEE49984	HR
VEH	2	Pickup Trucks	15.06054	Nick Lynch, F550 2020	2020 Ford F550	1FDUF5HT3LEE49980	HR
VEH	2	Pickup Trucks	15.06055	Evencio Vasquez, MOT F550 2021	2021 Ford F550 Super Duty	1FD0W5HT5MEC13721	HR
VEH	2	Pickup Trucks	15.06056	Raymond Stevens Jr, F550 2018	2018 Ford F550	1FDUF5HT0JEC81468	HR
VEH	2	Pickup Trucks	15.06057	Spare, Ford F350 2006	2006 Ford F350 Service Tr	1FDWF37P06EA71199	HR
VEH	2	Pickup Trucks	15.06058	TBD, Ford F350 2008	2008 Ford F-350 Pickup	1FDWW37R08EA94762	HR
VEH	2	Pickup Trucks	15.06059	TBD, Ford F350XL 2005	2005 Ford F-350 XL Super	1FDWW37P05EC18359	HR
VEH	2	Pickup Trucks	15.06060	Shelton Russel, Ford F450XL 11	2011 Ford F-450 XL Super	1FDUF4HT4BEA92169	HR
VEH	2	Pickup Trucks	15.06062	Nick Strevels, F550 2022	2022 Ford F550 4X4 w/Cran	1FD0X5HT3NEE14306	HR
VEH	2	Pickup Trucks	15.06063	Ronnie Haught, Ford F550 2022	2022 Ford F550 TMAX1	199300	HR
VEH	2	Pickup Trucks	15.06064	TBD, Ford F550 2022	2022 Ford F550 TMAX1	199299	HR
VEH	2	Pickup Trucks	15.06065	Mike Parker, Chevy Silver 2022	2022 Chevy Silverado Mech	1HTKJPVK8NH782164	HR
VEH	0	On-Highway TruckS	15.07016	Spare, Ford F550 2006	Flatbed, Ford F-550 CC, 2	1FDAF57P26ED26053	HR
VEH	2	Pickup Trucks	15.07020	Conetruck, Chevy 3500 2005	2005 Chevy 3500 Flatbed	1GBJC34255E253645	HR
VEH	0	On-Highway TruckS	15.07043	Flatbed Dump, Interntnl 2003	2003, International Flatb	1HTMMAAN93H590925	HR
VEH	0	On-Highway TruckS	15.07046	Flat Truck, International 2003	2003 International Flat T	1HTMMAAM43H554972	HR
VEH	2	Pickup Trucks	15.07047	Taylor Dorsett, 3500 2018	2018 Chevy 3500 Flatbed	1GB4CYCY1JF244851	HR
VEH	2	Pickup Trucks	15.07048	Isaias Santiago,Chevy 3500 18	2018 Chevy Flatbed	1GB4CYCY0JF243271	HR
VEH	2	Pickup Trucks	15.07049	Kyle Clayton, F350 Super 2017	2017 Ford F350	1FT8W3BT9HED56178	HR
VEH	0	On-Highway TruckS	15.07052	Lindsey Major, Flatbed F450 14	2014 Ford F450	1FD0W4GTXEEB09884	HR
VEH	2	Pickup Trucks	15.07054	Matthew Ramirez, F350 2015	2015 Ford F350	1FD8X3H66GEB06924	HR
VEH	2	Pickup Trucks	15.07056	Irving Marin, Chevy Silvd 2016	2016 Silverado Flatbed	1GB4CYC86GF281385	HR
VEH	2	Pickup Trucks	15.07057	TBD, Chev Silv 2016	2016 Silverado Flatbed	1GB4CYC83GF289816	HR
VEH	2	Pickup Trucks	15.07058	Wrecked, Chevy 3500 2017	2017 Silverado Flatbed 35	1GB3CYCYXHF150487	HR
VEH	0	On-Highway TruckS	15.07063	Roll Off, Peterbilt PB348 19	2019 Peterbilt Roll Off	2NP3LJ0X0KM627481	HR
VEH	0	On-Highway TruckS	15.07064	Roll Off, Mack GU813 2015	2015 Mack GU813 2015	1M2AX13C6FM028832	HR

VEH	2	Pickup Trucks	15.07065	Jeff Duarte, 2015 F350 Flatbed	2015 F350 Flatbed	1FD8W3HT0FEA71997	HR
VEH	0	On-Highway TruckS	15.07066	Flatbed w/ Dump, F750 2003	2003 F750 Flatbed with Du	3FDXF75HX3M800625	HR
VEH	2	Pickup Trucks	15.07067	MOT, GMC 5500 2005	2005 GMC 5500 Cone Trk	1GDE5C1246F404543	HR
VEH	0	On-Highway TruckS	15.07068	Water Truck, GMC 7500 2006	2006 GMC 7500 Water Tank	1GDM7C1326F405978	HR
VEH	2	Pickup Trucks	15.07070	Mitchell Schlee, FordF350 2020	2020 F350 Flatbed	1FDTRF3GT7LED57444	HR
VEH	2	Pickup Trucks	15.07071	Martin Thomas, F350 2019	2019 Ford F350	1FD8W3G68KEG57594	HR
VEH	2	Pickup Trucks	15.07072	Benjamin Walden, F350 2020	2020 Ford F350	1FD8W3HTXLED71901	HR
VEH	2	Pickup Trucks	15.07073	Howard Miller, F350 2021	Serv Trk, 2021 Ford F350	1FD8W3HT5MEC12513	HR
VEH	2	Pickup Trucks	15.07074	Jose Vasquez MOT, Ford F550 21	2021 Ford F550	1FD0W5GT3MEC85874	HR
VEH	2	Pickup Trucks	15.07075	Frank South MOT, Ford F350 21	2021 Ford F350 Super	1FD8W3HT6MEC42765	HR
VEH	2	Pickup Trucks	15.07076	Joseph Woolsey, Ford F350 2021	2021 Ford F350 Super Flat	1FD8W3HN3MEE16664	HR
VEH	2	Pickup Trucks	15.07077	Carmen S MOT, Ford F250 2021	2021 Ford F250 Super	1FT7W2B61MEE04265	HR
VEH	2	Pickup Trucks	15.07078	Dillan Zi MOT Flatbed, F350 21	2021 Ford F350 Super	1FD8W3HT5MED98344	HR
VEH	2	Pickup Trucks	15.07079	Dustin Carp MOT, Ford F350 21	2021 Ford F350 Super Flat	1FD8W3HT9MED98346	HR
VEH	2	Pickup Trucks	15.07080	Tyler Jones MOT, F350 2018	2018 Ford F350 Super	1FT8W3BT4JEB67931	HR
VEH	2	Pickup Trucks	15.07081	Felix Santiago, Ford F750 2006	2006 Ford F750 Service Tr	3FRNX75G66V298864	HR
VEH	2	Pickup Trucks	15.07082	Shop Spare, Ford F550 2009	2009 Ford F550 Service Tr	1FDAW56R69EA24160	HR
VEH	2	Pickup Trucks	15.07083	Jimmy Gonzalez, Dodge 2500 20	2020 Dodge Ram Service Tr	3C7WR5HJ6LG103713	HR
VEH	2	Pickup Trucks	15.07084	Ramon Santiago, Ford F450 2019	2019 Ford F450	1FD0W4HT6KEC16229	HR
VEH	2	Pickup Trucks	15.07085	Wilberto Santiago, FordF450 20	2015 Ford F450	1FD0W4HT3FEC31258	HR
VEH	2	Pickup Trucks	15.07087	Lawson Jackson Flatbed,F250 22	2022 Ford F250 Super	1FD7W2B67NEC34569	HR
VEH	2	Pickup Trucks	15.07088	Steven Stanley, Ford F250 2022	2022 Ford F250 Super Flat	1FD7W2B63NEC34571	HR
VEH	2	Pickup Trucks	15.07089	Craig Brown, Ford F250 2022	2022 Ford F250 Super FLat	1FD7W2B63NEC34570	HR
VEH	2	Pickup Trucks	15.07090	John ONeal, Ford F350 2016	2016 Ford F350 Flatbed	1FD8W3HT0GEB58882	HR
VEH	2	Pickup Trucks	15.07091	Jason Ward, Ford F350 2014	2014 Ford F350 Flatbed	1FD8W3HT6EEB11143	HR
VEH	2	Pickup Trucks	15.07092	David Toole, Ford F250 2022	2022 Ford F250 Flatbed	1FT7W2B62NED22451	HR
VEH	2	Pickup Trucks	15.07095	Auction, Ford F350 2006	2006 Ford F-350 XL Super	1FDWW37P46EC38194	HR
VEH	0	On-Highway TruckS	15.07096	Water Truck, Ford F450 2006	2006 Ford F-450 XL Super	1FDXF46P16ED06737	HR
VEH	0	On-Highway TruckS	15.07097	Tommy Castello, Ford F450 2006	2006 Ford F450 XL Super D	1FDXF46P16ED06740	HR
VEH	2	Pickup Trucks	15.07099	Shannon Robinson, Ford F350 22	2022 Ford F350 Super	1FT8W3BN7NEF52908	HR
VEH	2	Pickup Trucks	15.07100	Mark Conley, Ford F350 2022	2022 Ford F350 Super	1FT8W3BT3NEF98542	HR
VEH	2	Pickup Trucks	15.07101	Joey Short, Dodge Ram 5500 22	2022 Dodge Ram 5500 w/Cra	3C7WRNBL0NG346771	HR
VEH	2	Pickup Trucks	15.07102	TBD MOT, Ford F450 2022	2022 Ford F450	1FD0W4HT8NEF89339	HR
VEH	0	On-Highway TruckS	15.08010	Spare, Peterbilt 335 Lube 2007	2007 Peterbilt 335 Lube T	2NPLHZ8X17M695994	HR
VEH	0	On-Highway TruckS	15.08020	David Jones, T370 FuelTruck 17	2017 Kenworth T370 Fuel T	2NKHHJ7X1HM143542	HR
VEH	0	On-Highway TruckS	15.08022	Jon Crisino,Peterbilt 348 2015	2015 Peterbilt w/ Curry B	2NP3LJ0X1FM304935	HR
VEH	0	On-Highway TruckS	15.08024	Hurricane Lube Truck, 6500 08	2008 Sterling 6500 Lube T	2FZACGDJ88AY79483	HR
VEH	0	On-Highway TruckS	15.08025	Lube Truck, Peterbilt 2021	2021 Peterbilt Lube Truck	2NP2HJ7X0MM753085	HR
VEH	0	On-Highway TruckS	15.08026	Lube Truck, Peterbilt 2021	2021 Peterbilt Lube Truck	2NP2HJ7X6MM753088	HR
VEH	0	On-Highway TruckS	15.08027	Lube Truck, Peterbilt 337 2022	2022 Peterbilt 337 Fuel T	2NP2HJ7X1NM787537	HR
VEH	0	On-Highway TruckS	15.08028	Lube Truck, Peterbilt 2022	2022 Peterbilt 337 Lube T	2NP2HJ7X4NM793297	HR
VEH	0	On-Highway TruckS	15.08029	Lube Truck, Peterbilt 335 2008	2008 Peterbilt 335 Lube T	2NPLHN7X08M747885	HR
VEH	0	On-Highway TruckS	15.08030	Lube Truck, Peterbilt 337 2022	2022 Peterbilt 337 Lube T	2NP2HJ6X4NM800802	HR
VEH	2	Pickup Trucks	15.09003	MOT/Cone Trk, Mitsu FH11 2002	MOT/Cone Trk, Mitsu FH11	JW6CCG1G62L001048	HR
EQP	L	Aggregate Equipment	15.09004	Spare Spreader Trk, Ford 1989	1989 Ford F700 Spreader T	1FDNK74P8KVA21390	HR
VEH	O	Road Maintenance Equipmen	15.09010	Sweeper Truck 2016	2016 Elgin Sweeper Truck	1FVACXCY9GHHR3677	HR
VEH	O	Road Maintenance Equipmen	15.09011	Sweeper Truck, Elgin 2022	2022 Elgin Broombear w/Fr	4MH11820 - NHN80867	HR
VEH	0	On-Highway TruckS	15.09012	Jeffrey Jansen, Attenuator 21	2021 Ford Attenuator Truc	1FDNF6AN8MDF03562	HR
VEH	0	On-Highway TruckS	15.20005	Water Truck, Chevy 1998	1998 Chevy Water Truck	1GBT7H4J4WJ103780	HR
VEH	0	On-Highway TruckS	15.20008	Water Truck, Sterling Water 01	2001 Sterling 8513 Water	2FZXBJCB3YAF48673	HR
VEH	0	On-Highway TruckS	15.20009	Water Truck, Peterbilt 2003	2003 Peterbilt Water Truc	2NPNLD9X33M803096	HR
VEH	0	On-Highway TruckS	15.20010	Water Truck, Peterbilt 2006	2006 Peterbilt Water Truc	2NPLLD0X26M655645	HR
VEH	0	On-Highway TruckS	15.20011	Off Rd Water Truck, Oshkosh 03	2003 Oshkosh Water Truck	10TDDAC383S076670	HR
VEH	0	On-Highway TruckS	15.20012	Water Truck, Oshkosh 2003	2003 Oshkosh Water Truck	10TDDAC383S076678	HR
VEH	0	On-Highway TruckS	15.20013	Water Truck, Freightliner 2007	2007 Freightliner Water T	1FVHCYDC87DY17317	HR
VEH	0	On-Highway TruckS	15.20016	Water Truck, Kenworth 2007	2007 Kenworth Water Truck	2NKMHD7X07M197462	HR
VEH	0	On-Highway TruckS	15.20019	Water Truck, Peterbilt 2003	2003 Peterbilt Water Truc	2NPNLD9XX3M803094	HR
VEH	0	On-Highway TruckS	15.20020	Off Rd Water Trk, Ptrblt357 95	Peterbilt 357 Watertruck,	1XPAMA0X2SD359789	HR
VEH	0	On-Highway TruckS	15.20024	Water Truck, Kenworth 2017	2017 Kenworth Water Truck	3BKBLJ0XXHF140014	HR
VEH	0	On-Highway TruckS	15.20025	Water Truck, Kenworth 2014	2014 Kenworth Water Truck	2NKHHM7X9EM396511	HR
VEH	0	On-Highway TruckS	15.20026	Water Truck, International 99	1999 International	1HTSDAAN0TH316892	HR
VEH	0	On-Highway TruckS	15.20027	Water Truck, International 01	International 4700 2001	1HTSCAAM11H379183	HR
VEH	0	On-Highway TruckS	15.20029	Water Truck, Chevy 1996	1996 Chevy Water Truck	1GBM7H1J6TJ107088	HR
VEH	0	On-Highway TruckS	15.20031	Scrap Water Truck, Ford 1997	1997 Ford L-8000 Water Tr	1FDYW82E4TVA15418	HR
VEH	0	On-Highway TruckS	15.20033	Water Truck, Freightliner 2021	2021 Freightliner Water T	1FVACXFB2MHMK2294	HR
VEH	0	On-Highway TruckS	15.20034	Water Truck, Ford 650XL 2006	2006 Ford F650 XL Super D	3FRNF65986V297391	HR
VEH	0	On-Highway TruckS	15.20035	Water Truck, Sterling L8500 05	2005 Sterling L8500 2000	2FWBAVDC65AN34137	HR
VEH	0	On-Highway TruckS	15.21016	Distributor, F750 2015	2015 For w/2,000 gal tank	3FRXF7FJ4FV720586	HR
VEH	0	On-Highway TruckS	15.21018	Distributor, Kenworth T370 18	2018 Kenworth TackTruck	2NKHHM7X7KM292126	HR
VEH	0	On-Highway TruckS	15.21020	Distributor,Etyner 2019	2019 Etynre Tack Truck	2NKHHM7X3KM285934	HR
VEH	0	On-Highway TruckS	15.21021	Distributor, Pete/Leeboy 2017	Pete/Leeboy 2017	2NP2HM7X5JM467147	HR
VEH	0	On-Highway TruckS	15.21022	Distributor,Etyner 2019	2019 Etynre Tack Truck	2NKHHM7X9KM246569	HR
VEH	0	On-Highway TruckS	15.21023	Spare Distributor, Etnyre 2015	2015 Etnyer Distributor	3FRXF7FJ6FV745344	HR
VEH	0	On-Highway TruckS	15.21024	Distributor, Freightliner 2013	2013 Freightliner	1FVAG0BS9DHFA8993	HR

VEH	0	On-Highway TruckS	15.21025	Distributor, Kenworth T370 21	2021 Kenworth T370 Chassi	2NKHHM7X6LM407655	HR
VEH	0	On-Highway TruckS	15.21026	Distributor, Rosco 3B 2021	2021 Roscoe Distributor	2NKHHM7XXKM291021	HR
VEH	0	On-Highway TruckS	15.21027	Distributor, Leeboy 2021	2021 Leeboy Max 3B Distri	2NKHHM7X4LM393626	HR
VEH	0	On-Highway TruckS	15.21028	Distributor, Etyner 2021	2021 Etnyre w/ 22 Kenwort	2NKHHM7X3NM470201	HR
VEH	0	On-Highway TruckS	15.21029	Distributor, Etyner 2021	2021 Etnyre w/ 22 Kenwort	2NKHHM7X1NM495162	HR
VEH	0	On-Highway TruckS	15.21030	Distributor, GMC C7500 2002	2002 GMC C7500 w Rosco Ma	1GDM7H1C02J515187	HR
VEH	0	On-Highway TruckS	15.21031	Distributor, Peterbilt 337 19	2019 Peterbilt 337 w/ Ros	2NP2HM7X4KM607352	HR
VEH	0	On-Highway TruckS	15.21032	Distributor, Int 7300 2003	2003 Int 7300 Distributor	1HTEAAAN53J060882	HR
VEH	0	On-Highway TruckS	15.21033	Distributor, Etyner T380 2023	2023 Etnyre w/ 22 Kenwort	2NK4HM7X4PM235467	HR
VEH	0	On-Highway TruckS	15.21034	Distributor, Leeboy Max3B 22	2022 Leeboy Max3B Distrib	2NPMHM7X4PM826022	HR
HVH	0	On-Highway TruckS	15.25031	Dump Truck, Kenworth T800 2003	2003 Kenworth T800 Dump T	1NKDXBTX63J384364	HR
HVH	0	On-Highway TruckS	15.25048	Dump Truck, Kenworth T800 2006	2006 Kenworth T800 Dump T	1NKDLBOX36J159405	HR
HVH	0	On-Highway TruckS	15.25051	Dump Truck, Mack CV713 2006	2006 Mack CV713 Dump Truc	1M2AL02C76M003526	HR
HVH	0	On-Highway TruckS	15.25052	Dump Truck, Mack CV713 2006	2006 Mack CV713 Dump Truc	1M2AL02C16M003618	HR
HVH	0	On-Highway TruckS	15.25054	Dump Truck, Mack CV713 2006	2006 Mack CV713 Dump Truc	1M2AL02CX6M003620	HR
HVH	0	On-Highway TruckS	15.25056	Dump Truck, Kenworth T800 2006	2006 Kenworth T800 Dump T	1NKDLBOX76J159407	HR
HVH	0	On-Highway TruckS	15.25058	Dump Truck, Kenworth T800 2007	2007 Kenworth T800 Dump T	1NKDLBOX77J208316	HR
HVH	0	On-Highway TruckS	15.25065	Dump Truck, Peterbilt 367 2008	2008 Peterbilt 367 Dump T	1NPTLBEX68N764612	HR
HVH	0	On-Highway TruckS	15.25084	Dump Truck, Peterbilt 367 2009	2009 Peterbilt 367 Dump T	1NPTLBEX59D792148	HR
HVH	0	On-Highway TruckS	15.25086	Dump Truck, Peterbilt 367 2009	2009 Peterbilt 367 Dump T	1NPTLBEX39D792150	HR
HVH	0	On-Highway TruckS	15.25087	Dump Truck, Mack GU813 2009	2009 Mack GU813 Dump Truc	1M2AX13C09M008595	HR
HVH	0	On-Highway TruckS	15.25094	Dump Truck, Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX4JJ212338	HR
HVH	0	On-Highway TruckS	15.25095	Dump Truck,Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX6JJ212339	HR
HVH	0	On-Highway TruckS	15.25096	Dump Truck, Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX2JJ212340	HR
HVH	0	On-Highway TruckS	15.25097	Dump Truck, Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX4JJ212341	HR
HVH	0	On-Highway TruckS	15.25098	Dump Truck,Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX6JJ212342	HR
HVH	0	On-Highway TruckS	15.25099	Dump Truck,Kenworth T800 2018	2018 Kenworth, T800 Dump	1NKDX4EX8JJ212343	HR
HVH	0	On-Highway TruckS	15.25100	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX0KR302511	HR
HVH	0	On-Highway TruckS	15.25101	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX2KR302512	HR
HVH	0	On-Highway TruckS	15.25102	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX4KR302513	HR
HVH	0	On-Highway TruckS	15.25103	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX6KR302514	HR
HVH	0	On-Highway TruckS	15.25104	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX8KR302515	HR
HVH	0	On-Highway TruckS	15.25105	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX3RK302518	HR
HVH	0	On-Highway TruckS	15.25106	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX5KR302519	HR
HVH	0	On-Highway TruckS	15.25107	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EXXKR302516	HR
HVH	0	On-Highway TruckS	15.25108	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX1KR302520	HR
HVH	0	On-Highway TruckS	15.25109	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX1KR302517	HR
HVH	0	On-Highway TruckS	15.25110	Dump Truck, Volvo 2006	2006 Volvo Dump Truck	4V5KC9GH56N417514	HR
HVH	0	On-Highway TruckS	15.25111	Dump Truck, Peterbilt 567 2016	2016 Peterbilt Dump Truck	1NPCX7EX7GD369070	HR
HVH	0	On-Highway TruckS	15.25112	Dump Truck, International 1991	1991 International Dump T	1HTSAZRN1MH352989	HR
HVH	0	On-Highway TruckS	15.25113	Dump Truck, Mack GU713 2012	2012 Mack GU713	1M2AX04C5CM012822	HR
HVH	0	On-Highway TruckS	15.25114	Dump Truck, Peterbilt 365 2014	2014 Peterbilt 365	1NPSL70X9ED233664	HR
HVH	0	On-Highway TruckS	15.25115	Dump Truck, Peterbilt 365 2014	2014 Peterbilt 365	1NPSL70X0ED233665	HR
HVH	0	On-Highway TruckS	15.25116	Dump Truck, Peterbilt 365 2014	2014 Peterbilt 365	1NPSL70X7ED233663	HR
HVH	0	On-Highway TruckS	15.25117	Dump Truck, Mack GU713 2017	2017 Mack GU713	1M2AX13C5HM036987	HR
HVH	0	On-Highway TruckS	15.25118	Dump Truck, Mack GU713 2017	2017 Mack GU713	1M2AX13C9HM036989	HR
HVH	0	On-Highway TruckS	15.25119	Dump Truck, Mack GU813 2015	2015 Mack GU813	1M2AX13C6FM028829	HR
HVH	0	On-Highway TruckS	15.25120	Dump Truck, Mack GU813 2015	2015 Mack GU813	1M2AX13C2FM028830	HR
HVH	0	On-Highway TruckS	15.25121	Dump Truck, Mack GU813 2015	2015 Mack GU813	1M2AX13C4FM028831	HR
HVH	0	On-Highway TruckS	15.25122	Totaled Dump Truck, Mack 2018	2018 Mack GU713	1M2AX07C5JM040046	HR
HVH	0	On-Highway TruckS	15.25123	Dump Truck, Mack GU713 2018	2018 Mack GU713	1M2AX07C9JM040051	HR
HVH	0	On-Highway TruckS	15.25124	Dump Truck, Kenworth T800 2020	2020 Kenworth T800	3BKDX4EX7LF423521	HR
HVH	0	On-Highway TruckS	15.25125	Dump Truck, Kenworth T800 2020	2020 Kenworth T800	3BKDX4EX9LF423522	HR
HVH	0	On-Highway TruckS	15.25126	Dump Truck, Kenworth T880 2021	2021 Kenworth T880	1NKZX4EX6NJ482473	HR
HVH	0	On-Highway TruckS	15.25127	Dump Truck, Kenworth T880 2021	2021 Kenworth T880	1NKZX4EX8NJ482474	HR
HVH	0	On-Highway TruckS	15.25128	Dump Truck, Kenworth T880 2021	2021 Kenworth T880	1NKZX4EXXNJ482475	HR
HVH	0	On-Highway TruckS	15.25129	Dump Truck, Kenworth T880 2021	2021 Kenworth T880	1NKZX4TX6MJ461558	HR
HVH	0	On-Highway TruckS	15.25130	Dump Truck, Peterbilt 567 2021	2021 Peterbilt 567	1NPCX4EX1MD741237	HR
HVH	0	On-Highway TruckS	15.25131	Dump Truck, Volvo VHD84 2018	2018 Volvo VHD84	4V5K99EH7JN887215	HR
HVH	0	On-Highway TruckS	15.25132	Dump Truck, Kenworth T440 2018	2018 Kenworth T440	1NKBXJEX6JJ182197	HR
HVH	0	On-Highway TruckS	15.25133	Dump Truck, Kenworth T440 2018	2018 Kenworth T440	3BKBXJEXSJF218332	HR
HVH	0	On-Highway TruckS	15.25134	Dump Truck, Kenworth T440 2017	2017 Kenworth T440	1NKBXJEX3HJ177159	HR
HVH	0	On-Highway TruckS	15.25135	Dump Truck, Peterbilt 367 2016	2016 Peterbilt 367	1NPTX4EX8GD350784	HR
HVH	0	On-Highway TruckS	15.25136	Dump Truck, Mack CV713 2005	2005 Mack CV713	1M2AG11CX5M022937	HR
HVH	0	On-Highway TruckS	15.25137	Dump Truck, Kenworth T880 2022	2022 Kenworth T880	1NKZX4EX5NJ132574	HR
HVH	0	On-Highway TruckS	15.25138	Dump Truck, Peterbilt 567 2017	2017 Peterbilt 567	1NPCXPEX6HD408653	HR
HVH	0	On-Highway TruckS	15.25139	Dump Truck, MACK GU713 2018	2018 Mack GU713	1M2AX07C7JM037102	HR
HVH	0	On-Highway TruckS	15.25140	Dump Truck, MACK GU713 2018	2018 Mack GU713	1M2AX07C5JM037101	HR
HVH	0	On-Highway TruckS	15.25142	Dump Truck, Int HX620 2020	2020 International HX620	3HTDTAPT0LN403828	HR
HVH	0	On-Highway TruckS	15.25143	Dump Truck, Int HX620 2020	2020 International HX620	3HTDTAPT0LN399750	HR
HVH	0	On-Highway TruckS	15.25144	Dump Truck, Int HX620 2020	2020 International HX620	3HTDTAPT2LN399751	HR
HVH	0	On-Highway TruckS	15.25145	Dump Truck, Int HX620 2021	2021 International HX620	3HTDTAPT1MN256288	HR
HVH	0	On-Highway TruckS	15.25146	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X9KJ217216	HR
HVH	0	On-Highway TruckS	15.25147	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X7KJ217215	HR

HVH	0	On-Highway TruckS	15.25148	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X1KJ217212	HR
HVH	0	On-Highway TruckS	15.25149	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X2KJ217218	HR
HVH	0	On-Highway TruckS	15.25150	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X0KJ217217	HR
HVH	0	On-Highway TruckS	15.25151	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X5KJ217214	HR
HVH	0	On-Highway TruckS	15.25152	Dump Truck, Kenworth T800 2020	2020 Kenworth T800	3BKDL40X3LF385840	HR
HVH	0	On-Highway TruckS	15.25154	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX5PJ259569	HR
HVH	0	On-Highway TruckS	15.25155	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX1PJ259570	HR
HVH	0	On-Highway TruckS	15.25156	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX3PJ259571	HR
HVH	0	On-Highway TruckS	15.25157	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX5PJ259572	HR
HVH	0	On-Highway TruckS	15.25158	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX7PJ259573	HR
HVH	0	On-Highway TruckS	15.25159	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX2PJ259576	HR
HVH	0	On-Highway TruckS	15.25160	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX9PJ259574	HR
HVH	0	On-Highway TruckS	15.25161	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX0PJ259575	HR
HVH	0	On-Highway TruckS	15.25162	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX4PJ259577	HR
HVH	0	On-Highway TruckS	15.25163	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV3PLUE5328	HR
HVH	0	On-Highway TruckS	15.25164	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV1PLUE5330	HR
HVH	0	On-Highway TruckS	15.25165	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV5PLUE5329	HR
HVH	0	On-Highway TruckS	15.25166	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV3PLUE5331	HR
HVH	0	On-Highway TruckS	15.25167	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV5PLUE5332	HR
HVH	0	On-Highway TruckS	15.25168	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV7PLUE5333	HR
HVH	0	On-Highway TruckS	15.25169	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV9PLUE5334	HR
HVH	0	On-Highway TruckS	15.25170	Dump Truck, Mack GR84B 2023	2023 Mack GR84B Dump Truc	1M2GR2NCXPM004039	HR
HVH	0	On-Highway TruckS	15.25171	Dump Truck, Mack GR84B 2023	2023 Mack GR84B Dump Truc	1M2GR2NC6PM004040	HR
HVH	0	On-Highway TruckS	15.25172	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NCXPM003592	HR
HVH	0	On-Highway TruckS	15.25173	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC8PM003591	HR
HVH	0	On-Highway TruckS	15.25174	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC8PM003588	HR
HVH	0	On-Highway TruckS	15.25175	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC6PM003587	HR
HVH	0	On-Highway TruckS	15.25176	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC4PM003586	HR
HVH	0	On-Highway TruckS	15.25177	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC2PM003585	HR
HVH	0	On-Highway TruckS	15.25178	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NCXPM003589	HR
HVH	0	On-Highway TruckS	15.25179	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC1PM003593	HR
HVH	0	On-Highway TruckS	15.25180	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC6PM003590	HR
EQP	0	On-Highway TruckS	15.25181	Dump Truck, Kenworth T880 2024	2024 Kenworth T880		HR
EQP	0	On-Highway TruckS	15.25182	Dump Truck, Kenworth T880 2024	2024 Kenworth T880		HR
HVH	0	On-Highway TruckS	15.29001	Concrete Truck, 132 AGG 2018	2018 CNVYR 132 AGG BIN	1M2GR2GC4KM006973	HR
HVH	0	On-Highway TruckS	15.29002	Cement Silo, CT 200LP 2018	2018 CT 200LP Silo	30963KNG	HR
HVH	0	On-Highway TruckS	15.29003	Mixer, Advanced Mixer 2004	2004 Advanced Mixer	5DG8AC4T340010094	HR
HVH	0	On-Highway TruckS	15.29006	GK Mixer, Phoenix Mixer 2017	2017 Phoenix Mixer	1Z9M8GK47HV162477	HR
HVH	0	On-Highway TruckS	15.29007	GK Mixer, Phoenix Mixer 2019	2019 Phoenix Mixer	1Z9M8GK42KV161258	HR
HVH	0	On-Highway TruckS	15.29008	Mixer, Advanced Mixer 2014	2014 Advanced Mixer	5DG8AD4T6E0012848	HR
HVH	0	On-Highway TruckS	15.29009	Mixer, Oshkosh 2020	2020 Oshkosh Mixer	10TAFLGF6LS801261	HR
HVH	0	On-Highway TruckS	15.29010	Mixer, Oshkosh 2020	2020 Oshkosh Mixer	10TAFLGF4LS801260	HR
HVH	0	On-Highway TruckS	15.29011	Mixer, Oshkosh S2204 2022	2022 Oshkosh Mixer S2204	10TAFLGF3NS819607	HR
HVH	0	On-Highway TruckS	15.29012	Mixer, Oshkosh S2204 2022	2022 Oshkosh Mixer S2204	10TAFLGF1NS819606	HR
VEH	0	On-Highway TruckS	15.30021	Tractor Trk,Peterbilt 378 2005	2005 Peterbilt 378 Tracto	1XPFPBTX35N860896	HR
VEH	0	On-Highway TruckS	15.30027	Tractor Trk,T800B 2017	2017 Kenworth T800B TR	1XKDD49X9HJ140989	HR
VEH	0	On-Highway TruckS	15.30028	Tractor Truck Kenworth 2016	T800 - White	1XKDP4TX7GJ493875	HR
VEH	0	On-Highway TruckS	15.30029	Tractor Truck Kenworth 2018	T800- White	1XKDD49XXJJ223935	HR
VEH	0	On-Highway TruckS	15.30030	Tractor Trk, Peterbilt 388 13	2013 Peterbilt 388	1XPWP4EX9DD178845	HR
VEH	0	On-Highway TruckS	15.30032	Tractor Trk, Kenworth 2020	2020 Kenworth T800	3WKDD49X6LF424237	HR
VEH	0	On-Highway TruckS	15.30033	Tractor Trk, Kenworth 2020	2020 Kenworth T800	3WKDD49X8LF424238	HR
VEH	0	On-Highway TruckS	15.30034	Tractor Trk, Kenworth 2020	2020 Kenworth T800	3WKDD49X4LF424236	HR
VEH	0	On-Highway TruckS	15.30035	Tractor Trk, Kenworth 2020	2020 Kenworth T800	3WKDD49X2LF424235	HR
VEH	0	On-Highway TruckS	15.30036	Tractor Trk, Kenworth T880 18	2018 KW T880	1XKZP4EX5JJ193844	HR
VEH	0	On-Highway TruckS	15.30037	GCT Tractor Trk Kenworth 2022	2022 Kenworth Tractor	1XKZD49X7NJ482880	HR
VEH	0	On-Highway TruckS	15.30038	Tractor Truck Kenworth 2022	2022 Kenworth Tractor	1XKZP4TX5NJ478620	HR
VEH	0	On-Highway TruckS	15.30039	Tractor Truck, Peterbilt 2016	2016 Peterbilt 389	1XPXD40X1GD315379	HR
VEH	0	On-Highway TruckS	15.30040	Tractor Trk, Peterbilt 389 22	2022 Peterbilt 389	1XPXP4EX5ND798162	HR
VEH	0	On-Highway TruckS	15.30041	Tractor Trk, Mack PI64T 2019	2019 Mack PI64T	1M1PN4GY9KM003283	HR
VEH	0	On-Highway TruckS	15.30042	Tractor Trk, Mack GR64FT 2019	2019 Mack GR64FT 8x4	1M1GR4GY2KM004943	HR
VEH	L	Aggregate Equipment	15.36001	Dump Trailer, Hardee 1996	1996 Hardee Dump Trailer	1H9ACD622T4127138	HR
VEH	1	On-Highway Trailers	15.36015	Flatbed Trailer, Bama 1955	1955 Bama Flatbed Trailer	2331	HR
VEH	1	On-Highway Trailers	15.36016	Van Trailer, Great Dane 1977	1977 Great Dane Van Trail	83554	HR
VEH	1	On-Highway Trailers	15.36017	Van Trailer, Great Dane 1990	1990 Great Dane Trailer	1GRAA9622LB097022	HR
VEH	1	On-Highway Trailers	15.36018	Van Trailer, Pines 1991	1991 Pines Van Trailer	1PNV482S2MK841566	HR
VEH	1	On-Highway Trailers	15.36019	Van Trailer, Gindy 40' 1974	1974 40' Gindy Van Traile	108335-E	HR
VEH	1	On-Highway Trailers	15.36020	Van Trailer, Trailmobile 1965	1965 Trailmobile Van Trai	A31DIAADB15336	HR
EQP	1	On-Highway Trailers	15.36026	Lowboy Trailer, TrailKing 2009	2009 TrailKing 70RG Lowbo	1TKS0532X9B128470	HR
EQP	1	On-Highway Trailers	15.36028	Lowboy Trailer, Talbert 2017	2017 Talbert Lowboy	40FSKS437H1035576	HR
EQP	1	On-Highway Trailers	15.36035	2009 Lowboy Booster, Trail Kg	Trail Kg Lowboy Booster,	1TKS005169B128697	HR
EQP	1	On-Highway Trailers	15.36036	Asphalt Lowboy Trailer	LB35-33CS Lowboy	5JYLB352XGP161641	HR
EQP	1	On-Highway Trailers	15.36037	Lowboy Trailer, EagerBeaver 19	Eager Beaver 2019	112SE246KL083743	HR
EQP	1	On-Highway Trailers	15.36038	Lowboy Trailer, Globe 2008	2008 Globe Lowboy Trailer	1G9BN50348B336595	HR
EQP	1	On-Highway Trailers	15.36040	Lowboy Trailer, TrailKing 2001	Trail King TK110 2001	1TKJ049301M115421	HR

EQP	1	On-Highway Trailers	15.36042	Lowboy Trailer, Etnyre 2017	2017 Etnyre Lowboy	1E932332SHE111244	HR
VEH	1	On-Highway Trailers	15.36043	Trailer, Water Tank Belshe 05	2005 Belshe Water Tank Tr	16JF0121651040774	HR
EQP	1	On-Highway Trailers	15.36044	Lowboy Trailer, Towmaster 2020	Towmaster Lowboy Trailer	4KNFF5322LL161551	HR
EQP	1	On-Highway Trailers	15.36045	Lowboy Trailer, EagerBeaver 21	2021 Eager Beaver Trailer	112SE5530ML085052	HR
EQP	1	On-Highway Trailers	15.36046	Lowboy Trailer, ProLine 2013	2013 ProLine DG50	5SPDG4939DW000009	HR
EQP	1	On-Highway Trailers	15.36047	Lowboy Trailer,Kaufman DP55 19	2019 Kaufman DP55	1K9FR4238KB367144	HR
EQP	1	On-Highway Trailers	15.36048	Lowboy Trailer,Kaufman DP55 19	2019 Kaufman DP55	1K9FR4230KB367039	HR
EQP	1	On-Highway Trailers	15.36049	Lowboy Trailer, EagleBeaver 22	Lowboy Trailer	112SE246XNL086169	HR
EQP	1	On-Highway Trailers	15.36050	Lowboy Trailer, EagleBeaver 22	EagleBeaver 50GSL-PT	112SE2461NL086321	HR
EQP	1	On-Highway Trailers	15.36051	Lowboy Trailer, Etnyre 22	2022 Etnyre Lowboy Traile	Q33457	HR
VEH	1	On-Highway Trailers	15.40002	Paint Trailer, Crosley 1995	1995 Crosley Paint Traile	CTLLM5100SS006720	HR
VEH	1	On-Highway Trailers	15.40003	Trailer, Asphalt Roller Yellow	Asphalt Roller Trailer Ye	FLT7433C	HR
VEH	1	On-Highway Trailers	15.40005	Trailer, MOT Cone Red Pipercub	MOT Cone Trailer Red Pipe	125846	HR
VEH	1	On-Highway Trailers	15.40007	Trailer, Tiger Line Tag	Tiger Line Tag Trailer	31199	HR
VEH	1	On-Highway Trailers	15.40008	Trailer, Cargo Pace Amer. 2000	2000 Pace AMerican Cargo	4FPUB162XYG047222	HR
VEH	1	On-Highway Trailers	15.40009	Trailer, Cargo Pace Amer. 2000	2000 Pace American Cargo	4FPUB1621YG047223	HR
EQP	1	On-Highway Trailers	15.40010	Trailer, Liq Ash Etnyre 7k gal	1998 Etnyre Liq Asph Trlr	1E9T43201WE007065	HR
VEH	1	On-Highway Trailers	15.40013	Trailer, Cargo Pace Amer. 2003	2003 Pace AMerican Cargo	4FPUB12253G077789	HR
VEH	1	On-Highway Trailers	15.40014	Trailer, Home Made Util 2003	2003 Home Made Utility Tr	NOVIN0200363639	HR
VEH	1	On-Highway Trailers	15.40015	Trailer, Home Made Util 2003	2003 Home Made Utility Tr	NOVIN0200402373	HR
VEH	1	On-Highway Trailers	15.40017	Trailer, Pace Amer Util 2005	2005 Pace Amer Utility Tr	4FPUB12225G095363	HR
VEH	1	On-Highway Trailers	15.40018	Trailer, Utility 2000	2000 Utility Trailer	1TTAG5128Y1020052	HR
VEH	1	On-Highway Trailers	15.40019	Trailer, Utility 1997	1997 Utility Trailer	NOVIN0000083786246	HR
VEH	1	On-Highway Trailers	15.40020	Trailer, Utility 2000	2000 Utility Trailer	NOVIN0200213762	HR
VEH	1	On-Highway Trailers	15.40021	Trailer, Utility 1999	1999 Utility Trailer	4466	HR
VEH	1	On-Highway Trailers	15.40023	Trailer, Utility 2003	2003 Utility Trailer	2810	HR
VEH	1	On-Highway Trailers	15.40024	Trailer, Anderson Utility 2006	2006 Anderson Utility Tra	4YNBN12106C039466	HR
VEH	1	On-Highway Trailers	15.40026	Roller Trailer 2006 7 X 18	7X18 Asphalt Roller Trlr,	F5RR0A0671834363	HR
VEH	1	On-Highway Trailers	15.40027	2004 Alkota 5355j Presser Wash	Alkota 5355J P Washer,200	5ETUS122Y20042302	HR
VEH	1	On-Highway Trailers	15.40028	2004 Alkota 4355H Presser Wash	Alkota 4355H P Washer,200	5ETUS102Y20042303	HR
EQP	L	Aggregate Equipment	15.40029	2001, Cargo Mate Sewer Video	Cargo Mate Sewer Video	4X4TSE2191U200373	HR
VEH	1	On-Highway Trailers	15.40031	2007,Kodiak 7X16 Cargo Trailr	Kodiak 7x16 Cargo Trailer	16HPB16257G086003	HR
VEH	1	On-Highway Trailers	15.40032	2006,5X10 Trailr	5x10 Trailer,2006	1TTAG510664890831	HR
VEH	1	On-Highway Trailers	15.40033	2005,6X14 Anderson Cone Trailr	Anderson Con6x14 Trailer	4YNBN14275C034950	HR
VEH	1	On-Highway Trailers	15.40034	Trailer, Leeboy Tack 2006	2006 Leeboy Tack Trailer	1B9DS15276D309016	HR
VEH	1	On-Highway Trailers	15.40035	2007 Straight Edge Trailer	Straight Edge Trailer,200	14B7732	HR
VEH	1	On-Highway Trailers	15.40036	Trailer, 6X16 Cone 2005	2005 6X16 Cone Trailer	4YNBN16265C036251	HR
VEH	1	On-Highway Trailers	15.40037	Trailer,Custom Built Gn 1998	1998 Customer Built GN Tr	1C9WU2521VS678196	HR
VEH	1	On-Highway Trailers	15.40038	Alkolta Pressure Washer 2007	2007 Alkolta Pressure WTr	5ETUS122Y20073463	HR
VEH	1	On-Highway Trailers	15.40039	2005 6X16 AndersonCone Trailer	Black Dual Axle	4YNBN16285C030337	HR
VEH	L	Aggregate Equipment	15.40040	2007 Austin Machine	Works Straight Edge Trail	14B7760	HR
VEH	1	On-Highway Trailers	15.40041	2007 Pace America	Pace Enclosed Trailer	4FPWB20267G123380	HR
VEH	1	On-Highway Trailers	15.40042	2007 Alkota Tailer	Pressure Washer Trailer	5ETUS122Y20073537	HR
VEH	1	On-Highway Trailers	15.40043	Trailer, Portable Tank 500 gal	Portable Onsite Fuel Tank	1F9BU081971329121	HR
VEH	1	On-Highway Trailers	15.40046	Trailer, Haum Trialer 2008	2008 Haum Trailer	16HPB16228G092343	HR
VEH	1	On-Highway Trailers	15.40047	2006 Anderson Trailer	Anderson Trailer	4YNBN16276C037426	HR
VEH	1	On-Highway Trailers	15.40049	Trailer, A-OK Cargo Trialer 04	2004 A-OK Cargo Trailer	5C7EE16274D00075	HR
VEH	1	On-Highway Trailers	15.40050	Trailer, Anderson Trailer 2006	2006 Anderson Trailer	4YNBN12146C039079	HR
VEH	1	On-Highway Trailers	15.40055	Trailer, Redihaul 500 Gal 1998	1998 Redihaul 500 Gal Tra	475S142TTV1013008	HR
VEH	1	On-Highway Trailers	15.40078	2000 Straight Edge Trailer	Straight Edge Trailer, 20	NOVIN0200213765	HR
VEH	1	On-Highway Trailers	15.40083	1999 7x16 Pace Encls Trail	Pace 7X16 Encls Trail,199	40LWB241XP053183	HR
VEH	1	On-Highway Trailers	15.40084	Big Tex Core Rig 2007	Big Tex Black Core Rig, 2	16VAX101772A84984	HR
VEH	1	On-Highway Trailers	15.40085	2007 7x16 For Riv Encls Trail	For Riv Conti Encls Trail	5NHUTW01X7U32417	HR
VEH	1	On-Highway Trailers	15.40086	2008 7x16 Haulmark Trail	Haulmark 7X16 Trail,2008	16HPB16248G092344	HR
VEH	1	On-Highway Trailers	15.40089	Straight Edge Trailer 2009	2009 Straight Edge Traile		HR
VEH	1	On-Highway Trailers	15.40095	Trailer, Ditch Witch 1087	1987 Ditch Witch Trailer	1DS0000FXH17D1262	HR
VEH	1	On-Highway Trailers	15.40097	Homemade Trailer 1999	1999 Homemade Trailer	NOVIN0200014449	HR
VEH	1	On-Highway Trailers	15.40098	MOT Trailer 2006	2006 MOT Trailer	NOVIN02000500565	HR
VEH	1	On-Highway Trailers	15.40099	Enclosed Utility Trailer 2007	2007 Enclosed Utility Tra	4YMCL121X7G276491	HR
VEH	1	On-Highway Trailers	15.40100	Rdmaster Enclosed Trailer 2003	2003 Rdmaster Enclosed Tr	5DT211F2431008864	HR
VEH	1	On-Highway Trailers	15.40101	Trailer, Iron Dog Util 2002	2002 Iron Dog Utility Tra	5FELS16262C009502	HR
VEH	1	On-Highway Trailers	15.40102	Triple Crown Trailer 2014	6x16 Black Utility	1XNU616T8E1049656	HR
VEH	1	On-Highway Trailers	15.40104	Miscellaneous Trailer	18' x 1.2 Freeport	5THBG182XHC000119	HR
VEH	1	On-Highway Trailers	15.40105	2016 Blower Trailer	Blower Trailer 2016	4YNBN1011GC079740	HR
VEH	1	On-Highway Trailers	15.40106	2017 Elite Trailer	Elite Trailer 2017	5THBG2029HC000131	HR
VEH	1	On-Highway Trailers	15.40108	Trailer,2018 Triple Crown	7x18 Utility Trailer	57BWG7187J1519297	HR
VEH	1	On-Highway Trailers	15.40109	Trailer, 2018 Trimax	2018 Trimax Trailer	1XNU612T1J1084006	HR
VEH	L	Aggregate Equipment	15.40110	Dump Trailer, 2018 IronDog	2018 IronDog Dump Trailer	1Z9CD1429JC524567	HR
VEH	1	On-Highway Trailers	15.40111	Trailer, Elite 2019	2019 Elite Traile	5THBF1624KL006804	HR
VEH	1	On-Highway Trailers	15.40112	Trailer, Utility	2019 Utility Landscape	4YMBU0913KG021862	HR
VEH	1	On-Highway Trailers	15.40113	Trailer, Leeboy Tack 2008	2008 Leeboy Tack Trailer	1B9AA142691309561	HR
VEH	1	On-Highway Trailers	15.40114	Trailer, Aero Tack Sprayer 89	1989 Aero Tack Sprayer	1264	HR
VEH	1	On-Highway Trailers	15.40115	Trailer, CTRA Core 2010	2010 CTRA Core Trailer	4YMUL0613AG122091	HR
VEH	1	On-Highway Trailers	15.40116	Trailer, Rolling Straight Edge	2010 Rolling Straight Edg	NOVIN0200922913	HR

VEH	1	On-Highway Trailers	15.40117	Trailer, Tilt Trailer 2011	2011 Tilt Trailer	5VGFD2228BL001814	HR
VEH	1	On-Highway Trailers	15.40118	Trailer, Tripler Crown 2013	2013 Tripler Crown Traile	1XNC18107D1041188	HR
VEH	1	On-Highway Trailers	15.40119	Trailer, Tilt 2014	2014 Tilt Trailer	5VGFD2224EL001846184	HR
VEH	1	On-Highway Trailers	15.40120	Service Trailer, Lark 2016	2016 Lark Enclosed Traile	5RTBE1625GD049429	HR
VEH	1	On-Highway Trailers	15.40121	Trailer, Kaufman 2017	2017 Kaufman Trailer	5VGAP3039JL005883	HR
VEH	1	On-Highway Trailers	15.40123	Trailer, Elite 16ft 2019	2019 Elite Heavy Equipmen	5THBG162XKL007114	HR
VEH	1	On-Highway Trailers	15.40124	Trailer, TrailKing 1999	TrailKing Trailer 1999	1TKS00514XB058338	HR
VEH	1	On-Highway Trailers	15.40126	Trailer, Leeboy 2005	Leeboy L500T 2005	1B9DS15225D309178	HR
VEH	1	On-Highway Trailers	15.40127	Trailer, Leeboy 1999	Leeboy L500T 1999	NOVIN0200313262	HR
VEH	1	On-Highway Trailers	15.40128	Trailer, DMB 2005	DMB 7x20 EQ 2005	1D907X2078D536264	HR
VEH	1	On-Highway Trailers	15.40129	Trailer, Load Trail 2010	Load Trail 2010	4ZECH2023A1072787	HR
VEH	1	On-Highway Trailers	15.40130	Trailer, Triple Crown 2016	Triple Crown 2016	1XNHD5X81G1069405	HR
VEH	1	On-Highway Trailers	15.40131	Trailer, RORU 2017	RORU Trailer 2017	1Z9BE2023HF147604	HR
VEH	1	On-Highway Trailers	15.40132	Trailer, RORU 2017	RORU Trailer 2017	1Z9BE2020FH147625	HR
VEH	1	On-Highway Trailers	15.40133	Trailer, Elite 16ft 2019	2019 Elite Heavy Equipmen	5THBG1623KL007245	HR
VEH	1	On-Highway Trailers	15.40134	Trailer, PJ Dump 2020	2020 PJ Dump Trailer	4P5DL1420L1315654	HR
VEH	1	On-Highway Trailers	15.40135	Trailer, Pin Black 2000	2000 Pin Black	BTM5UT19989904909	HR
VEH	1	On-Highway Trailers	15.40136	Trailer, Tilt Bed 2013	2013 Tilt Bed	4YNBN1824DC068742	HR
VEH	1	On-Highway Trailers	15.40137	Trailer, Homemade 2009	2009 Homemade	ITTRH718581504839	HR
VEH	1	On-Highway Trailers	15.40138	Trailer, Homemade 2014	2014 Homemade	16VEX1827E3H17313	HR
VEH	1	On-Highway Trailers	15.40139	Trailer, Straight Edge	Straight Edge	NOVIN0200530839	HR
VEH	1	On-Highway Trailers	15.40140	Trailer, Straight Edge	Straight Edge Red	NOVIN0200801727	HR
VEH	1	On-Highway Trailers	15.40141	Trailer, Dump 2016	Dump Trailer 2016	AL020116IT	HR
VEH	1	On-Highway Trailers	15.40142	Trailer, Homemade 2000	Homemade Grill 2000	NOVIN0200722668	HR
VEH	1	On-Highway Trailers	15.40143	Trailer, Utility 2014	Utility 2014	AL021014IT	HR
VEH	1	On-Highway Trailers	15.40144	Trailer, Box Trailer 1994	Box Trailer 1994	NOVIN0200267551	HR
VEH	1	On-Highway Trailers	15.40145	Trailer, Utility 1997	Utility 1997	NOVIN0200530828	HR
VEH	1	On-Highway Trailers	15.40146	Trailer, Flatbed 1977	1977 Flatbed	NOVIN0200532321	HR
VEH	1	On-Highway Trailers	15.40147	Trailer, Utility 1997	1997 Utility Trailer	NOVIN0200532322	HR
VEH	1	On-Highway Trailers	15.40148	Trailer, Straight Edge Green	Straight Edge Green	NOVIN0200530761	HR
VEH	1	On-Highway Trailers	15.40149	Trailer, Homemade 2006	2006 Homemade	NOVIN0200530758	HR
VEH	1	On-Highway Trailers	15.40150	Trailer, Utility Trailer 1995	1995 Utility	NOVIN0200121301	HR
VEH	1	On-Highway Trailers	15.40151	Trailer, Homemade	Homemade MOT	NOVIN0200797432	HR
VEH	1	On-Highway Trailers	15.40152	Trailer,Water Tank	Water TAnk Trailer	NOVIN0200532313	HR
VEH	1	On-Highway Trailers	15.40153	Trailer, Triple Crown 2020	2020 Triple Crown Trailer	1XNBU1621L1105860	HR
VEH	1	On-Highway Trailers	15.40154	Trailer, Triple Crown 2020	2020 Triple Crown Trailer	1XNBU1623L1105861	HR
VEH	1	On-Highway Trailers	15.40155	Trailer, Rolling Straight Edge	2020 Rolling Straight Edg	7689A	HR
VEH	1	On-Highway Trailers	15.40156	Trailer, Elite Dump 2020	2020 Elite Dump Trailer	5THBRI42ILL007744	HR
VEH	1	On-Highway Trailers	15.40158	Pressure Washer, North Star 20	2020 North Star 157595	4K1PT4C17LK008308	HR
VEH	1	On-Highway Trailers	15.40159	Trailer, Welding Carry-On 2021	2021 Carry-On Trailer for	4YM8U0818MG087750	HR
VEH	1	On-Highway Trailers	15.40160	Trailer, Triple Crown 2021	2021 Triple Crown Trailer	1XNBU101XM1123887	HR
VEH	1	On-Highway Trailers	15.40161	Trailer, Leeboy L200 2002	2002 Leeboy L200	1B9D5091150309748	HR
VEH	1	On-Highway Trailers	15.40162	Trailer, Leeboy L300 2020	2020 Leeboy L300	1B9BT1218L1309006	HR
VEH	1	On-Highway Trailers	15.40163	Trailer, CTS Dump 2016	2016 CTS End Dump Trailer	5TU343029GS000655	HR
VEH	1	On-Highway Trailers	15.40164	Trailer, Big Tex Dump 2020	2020 Big Tex End Dump Tra	16VDX1625L5031185	HR
VEH	1	On-Highway Trailers	15.40165	Trailer, Big Tex Dump 2016	2016 Big Tex End Dump Tra	16VDX1421G5067271	HR
VEH	1	On-Highway Trailers	15.40166	Trailer, Maxx-D Dump 2017	2017 Maxx-D End Dump Trai	5R8DM1428HM050486	HR
VEH	1	On-Highway Trailers	15.40167	Trailer, Rolls Rite 2020	2020 Rolls Rite 52K Trail	1R9PD3025LM356068	HR
VEH	1	On-Highway Trailers	15.40168	Trailer, Rolls Rite 2013	2013 Rolls Rite 48K Trail	1R9PD3028DM356132	HR
VEH	1	On-Highway Trailers	15.40169	Trailer, Rolls Rite 2016	2016 Rolls Rite Trailer	1R9PD222XGM356323	HR
VEH	1	On-Highway Trailers	15.40170	Trailer, Interstate 2006	2006 Interstate 20' Trail	1JKBST18X6M007924	HR
VEH	1	On-Highway Trailers	15.40171	Trailer, Rolls Rite 2006	2006 Interstate Gooseneck	1R9GD30266M356245	HR
VEH	1	On-Highway Trailers	15.40172	Trailer, Better Built 2017	2017 Better Built 18'	4MNFP1827H1001389	HR
VEH	1	On-Highway Trailers	15.40173	Trailer, Better Built 2014	2014 Better Built 18'	4MNFB1824E1000923	HR
VEH	1	On-Highway Trailers	15.40174	Trailer, Rolls Rite 2016	2016 Rolls Rite 16'	1R9BD182XGM356334	HR
VEH	1	On-Highway Trailers	15.40175	Trailer, Rolls Rite 2013	2013 Rolls Rite 16'	1R9BD1821DM356024	HR
VEH	1	On-Highway Trailers	15.40176	Trailer, Rolls Rite 2012	2012 Rolls Rite 16'	1R9PD1822CM356201	HR
VEH	1	On-Highway Trailers	15.40177	Trailer, Big Tex 60SP 2006	2006 Big Tex 60SP	16VNX142762D17006	HR
VEH	1	On-Highway Trailers	15.40178	Trailer, Hardi 12' 2007	2007 Hardi 12' Trailer	1H9U012187W509279	HR
VEH	1	On-Highway Trailers	15.40179	Trailer, Quality 10' 2004	2004 Quality 10' Trailer	1Z9GA10154P062187	HR
VEH	1	On-Highway Trailers	15.40180	Trailer, RS Enclosed 2019	2019 Rock Solid Enclosed	7H2BE2421KD013793	HR
VEH	1	On-Highway Trailers	15.40181	Trailer, Look Enclosed 2017	2017 Look Enclosed Traile	53BLTEA11JU029429	HR
VEH	1	On-Highway Trailers	15.40182	Trailer, Look Enclosed 2017	2017 Look Enclosed Traile	53BLTEA18JU029430	HR
VEH	1	On-Highway Trailers	15.40183	Trailer, Water Tank 2019	2019 Water Wagon Trailer	5V4TK2430KP000001	HR
VEH	1	On-Highway Trailers	15.40184	Trailer, Water Tank 2007	2007 Water Wagon Trailer	5VUTK24327P000007	HR
VEH	1	On-Highway Trailers	15.40185	Trailer, Water Tank 500 gal	Custom Water Wagon Traile	CUSTOM 500 GAL	HR
VEH	1	On-Highway Trailers	15.40186	Enclosed Utility Trailer 22021	2021 Triple Crown Enclose	TBD-MARK	HR
VEH	1	On-Highway Trailers	15.40187	Trailer, Big Tex 14GN20 2019	2019 Big Tex 14GN20		HR
VEH	1	On-Highway Trailers	15.40188	Trailer, Big Tex 22GN20 2019	2019 Big Tex 22GN20		HR
VEH	1	On-Highway Trailers	15.40189	Trailer, Misc Eqp Trailer		4277	HR
VEH	1	On-Highway Trailers	15.40190	Trailer, Reedy Branch 16' 2020	2020 Reedy Branch 16' Tra	78123	HR
VEH	1	On-Highway Trailers	15.40191	Trailer, Lee 20' 1998	1998 Lee 20' Trailer		HR
VEH	1	On-Highway Trailers	15.40192	Trailer, Bye-Rite 20' 2016	2016 Bye-Rite 20' Trailer	5VTB1UK21GR003199	HR
VEH	1	On-Highway Trailers	15.40193	Trailer, Irondog 30' Gooseneck	Irondog 30' Gooseneck Tra		HR

VEH	1	On-Highway Trailers	15.40194	Trailer, Caliber 20' 2016	2016 Caliber 20' Trailer	57BEM7209G1516293	HR
VEH	1	On-Highway Trailers	15.40195	Dump Trailer, Irondog 24' 2012	2012 Irondog 24' Dump Tra	5FEF525222C000001	HR
VEH	1	On-Highway Trailers	15.40197	Trailer, Bye-Rite 20' 2017	2017 Bye-Rite 20' Trailer	7F3B1UK24HR005506	HR
VEH	1	On-Highway Trailers	15.40198	Trailer, Caliber 20' 2017	2017 Caliber 20' Trailer	57BEM720XH1031484	HR
VEH	1	On-Highway Trailers	15.40199	Trailer, Starcraft Camper 2018	2018 Starcraft Truck Camp	1SABSOBTXJ22Y5157	HR
VEH	1	On-Highway Trailers	15.40200	Trailer, Evergreen Travel 2016	2016 Evergreen Travel Tra	5ZWTGGE25G1005535	HR
VEH	1	On-Highway Trailers	15.40201	Trailer, Empire Enclosed 2019	2019 Empire 28' Enclosed	7F81E2828KD006782	HR
VEH	1	On-Highway Trailers	15.40202	Trailer, PJ LD352 35' 2019	2019 PJ LD352 35' Trailer	4P5LD3528K1308419	HR
VEH	1	On-Highway Trailers	15.40203	Trailer, Bye-Rite 20' 2018	2018 Bye-Rite 20' Trailer	7F3B1UK25JR000904	HR
VEH	1	On-Highway Trailers	15.40204	Trailer, La Chalet 2021	2021 La Chalet Trailer		HR
VEH	1	On-Highway Trailers	15.40205	Trailer, La Chalet 2021	2021 La Chalet Trailer		HR
VEH	1	On-Highway Trailers	15.40206	Trailer, Bye-Rite 20' 2019	2019 Bye-Rite 20' Trailer	7F3B1UK21KR002280	HR
VEH	1	On-Highway Trailers	15.40207	Trailer, Bye-Rite 20' 2019	2019 Bye-Rite 20' Trailer	7F3B1UK28KR003412	HR
VEH	1	On-Highway Trailers	15.40208	Trailer, Utility LeChalet 2019	2019 LeChalet Utility Tra		HR
VEH	1	On-Highway Trailers	15.40209	Trailer, Utility LeChalet 2021	2021 LeChalet Utility Tra		HR
VEH	1	On-Highway Trailers	15.40210	Trailer, Bye-Rite 20' 2019	2019 Bye-Rite 20' Trailer	7F3B1UK26KR002159	HR
VEH	1	On-Highway Trailers	15.40211	Trailer, Bye-Rite 20' 2020	2020 Bye-Rite 20' Trailer	7F3B1UK20LR004278	HR
VEH	1	On-Highway Trailers	15.40212	Trailer, Bye-Rite 20' 2020	2020 Bye-Rite 20' Trailer	7F3B1UK27LR004276	HR
VEH	1	On-Highway Trailers	15.40213	Trailer, Utility Bye-Rite 2015	2015 Bye-Rite 10' Utiliy	5VTB1UA19FR001627	HR
VEH	1	On-Highway Trailers	15.40214	Trailer, Enclosed 10' 1999	1999 Enclosed 10' Trailer		HR
VEH	1	On-Highway Trailers	15.40215	Trailer, Utility TC 2019	2019 Triple Crown Utility	1XNBU1210K1092949	HR
VEH	1	On-Highway Trailers	15.40216	Trailer, Neptune Vacuum Tanker	Neptune Vacuum Tanker Tra		HR
VEH	1	On-Highway Trailers	15.40217	Trailer, Utility BR 12' 2020	2020 Bye-Rite Utility Tra	7F3B1UL10LR005016	HR
VEH	1	On-Highway Trailers	15.40218	Trailer, Utility TC 2020	2020 Triple Crown Utility	1XNBU1215L1103820	HR
VEH	1	On-Highway Trailers	15.40219	Trailer, Utility TC 2021	2021 Triple Crown Utility	1XNBU1217M1120636	HR
VEH	1	On-Highway Trailers	15.40220	Trailer, Empire Enclosed 2020	2020 Empire 12' Enclosed	7F81E1210LD009221	HR
VEH	1	On-Highway Trailers	15.40221	Trailer, Utility BR 12' 2020	2020 Bye-Rite Utility Tra	7F3B1UL16LR004372	HR
VEH	1	On-Highway Trailers	15.40222	Trailer, Utility BR 16' 2017	2017 Bye-Rite Utility Tra	7F3B1UG25HR005507	HR
VEH	1	On-Highway Trailers	15.40223	Trailer, Utility BR 16' 2017	2017 Bye-Rite Utility Tra	7F3B1UG22HR006601	HR
VEH	1	On-Highway Trailers	15.40224	Trailer, Utility BR 16' 2017	2017 Bye-Rite Utility Tra	7F3B1UG28HR006957	HR
VEH	1	On-Highway Trailers	15.40225	Trailer, Utility BR 16' 2017	2017 Bye-Rite Utility Tra	7F3B1UG21HR006900	HR
VEH	1	On-Highway Trailers	15.40226	Trailer, Utility BR 16' 2019	2019 Bye-Rite Utility Tra	7F3B1FP23KR002012	HR
VEH	1	On-Highway Trailers	15.40227	Trailer, Utility BR 16' 2019	2019 Bye-Rite Utility Tra	7F3B1FP29KR002094	HR
VEH	1	On-Highway Trailers	15.40228	Trailer, Utility BR 16' 2020	2020 Bye-Rite Utility Tra	7F3B1FP22LR003928	HR
VEH	1	On-Highway Trailers	15.40229	Trailer, Utility BR 16' 2020	2020 Bye-Rite Utility Tra	7F3B1FP21LR004570	HR
VEH	1	On-Highway Trailers	15.40230	Trailer, Empire Enclosed 2020	2020 Empire 16' Enclosed	7F81E1621LD009103	HR
VEH	1	On-Highway Trailers	15.40231	Trailer, Utility BR 16' 2021	2021 Bye-Rite Utility Tra	7F3B1FP27MR007586	HR
VEH	1	On-Highway Trailers	15.40232	Trailer, Utility Custom 20'	Custombuilt 20' UtilityTr		HR
VEH	1	On-Highway Trailers	15.40233	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK27LR005668	HR
VEH	1	On-Highway Trailers	15.40234	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK23LR005666	HR
VEH	1	On-Highway Trailers	15.40235	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK24LR006101	HR
VEH	1	On-Highway Trailers	15.40236	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK2XLR005860	HR
VEH	1	On-Highway Trailers	15.40237	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK26LR003975	HR
VEH	1	On-Highway Trailers	15.40238	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK23LR005859	HR
VEH	1	On-Highway Trailers	15.40239	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK21LR004368	HR
VEH	1	On-Highway Trailers	15.40240	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK21LR005603	HR
VEH	1	On-Highway Trailers	15.40241	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK29MR007956	HR
VEH	1	On-Highway Trailers	15.40242	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK22MR008205	HR
VEH	1	On-Highway Trailers	15.40243	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK24MR008206	HR
VEH	1	On-Highway Trailers	15.40244	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK27MR007342	HR
VEH	1	On-Highway Trailers	15.40245	Dump Trailer, Big Tex 2015	2015 Big Tex 14LX Dump Tr	16VDX1426F3007349	HR
VEH	1	On-Highway Trailers	15.40246	Dump Trailer, Big Tex 2015	2015 Big Tex 14LX Dump Tr		HR
VEH	1	On-Highway Trailers	15.40247	Dump Trailer, Big Tex 2017	2017 Big Tex 25DU Dump Tr	16VDX202XH2080499	HR
VEH	1	On-Highway Trailers	15.40248	Dump Trailer, Irondog 2018	2018 Irondog 14' Dump Tra	1Z9CD142XJC524271	HR
VEH	1	On-Highway Trailers	15.40249	Dump Trailer,Triple Crown 2019	2019 Triple Crown Dump Tr	1XNBD142XK1092947	HR
VEH	1	On-Highway Trailers	15.40250	Trailer, Vector Vacuum Tanker	Vector Vacuum Tanker Trai	1V9PT2120A1090005	HR
VEH	1	On-Highway Trailers	15.40251	Trailer, Vermeer Vacuum Tanker	Vermeer Vacuum Tanker Tra	181002	HR
VEH	1	On-Highway Trailers	15.40252	Homemade Trailer 2022	2022 Homemade Trailer	NOVIN0201358528	HR
VEH	1	On-Highway Trailers	15.40253	Trailer, Misc Eqp Trailer		4277-2	HR
VEH	1	On-Highway Trailers	15.40254	Trailer, Straightedge		1R9BU0815DF600456	HR
VEH	1	On-Highway Trailers	15.40255	Trailer, Water Trailer 2022	2022 Water Trailer	1XNBU1218N1132246	HR
VEH	1	On-Highway Trailers	15.40257	Trailer, Straight Edge 2022	Straight Edge Trailer,202	4T9BU1413NG035161	HR
VEH	1	On-Highway Trailers	15.40258	Trailer, Straight Edge 2022	Straight Edge Trailer,202	4T9BU1412NG035409	HR
VEH	1	On-Highway Trailers	15.40259	Trailer, Triple Crown 2020	7x18 Utility Trailer	1XNBU1821L1102681	HR
VEH	1	On-Highway Trailers	15.40260	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK29MR007343	HR
VEH	1	On-Highway Trailers	15.40261	Homemade Trailer 2022	2022 Homemade Trailer	NOVIN0201384566	HR
VEH	1	On-Highway Trailers	15.40262	Trailer, Elite Utility 2023	2023 Elite Utility Traile	5THBU1215PC000424	HR
VEH	1	On-Highway Trailers	15.40263	Homemade Trailer 2023	2023 Homemade Trailer	NOVIN0201392915	HR
VEH	1	On-Highway Trailers	15.40264	Trailer, Gator Made Tilt 2023	2023 GatorMade Aardvark T	4Z1HD2226PS011601	HR
VEH	1	On-Highway Trailers	15.40265	Trailer, Topline w/sidegate 22	2022 Topline Trailer	4UMJT1215NM000049	HR
VEH	1	On-Highway Trailers	15.40266	Trailer, Bye-Rite 10' 2023	2023 Bye-Rite 10' Trailer	7F3B1UJ12PR012946	HR
EQP	A	Crawler Tractors	15.45021	Dozer, Cat D5N LGP 2004	2004 Cat D5N LGP Dozer	CKT00291	HR
EQP	A	Crawler Tractors	15.45022	IP Dozer, CatD5G 2006	2006 Cat D5G LGP Dozer	RKG02199	HR
EQP	A	Crawler Tractors	15.45027	Dozer, Komatsu D51P LGP 2008	2008 Komatsu D51P LGP Doz	B10899	HR

EQP	A	Crawler Tractors	15.45045	Dozer,Cat D3K2LGP 2016	2016 CAT Tractor	KL202121	HR
EQP	A	Crawler Tractors	15.45046	Dozer, Cat D5K2 2017	2017 Cat D5K2 Dozer	KY203166	HR
EQP	A	Crawler Tractors	15.45047	Dozer,Cat D3K2LGP 2017	2017 Cat Tractor	KL203005	HR
EQP	A	Crawler Tractors	15.45048	Dozer, Cat D5K2 2018	2018 Cat D5K2 Dozer	KY205365	HR
EQP	A	Crawler Tractors	15.45049	Dozer, Cat D5K2 2019	2019 Cat D5K2 Dozer	KY207361	HR
EQP	A	Crawler Tractors	15.45050	Dozer, Cat D5K2 2019	2019 Cat D5K2 Dozer	KY207614	HR
EQP	A	Crawler Tractors	15.45053	Dozer, CAT D6N 2013	2013 CAT D6N	PBA00658	HR
EQP	A	Crawler Tractors	15.45058	Dozer, CAT D6K2 2015	2015 CAT D6K2 LGP	RST01883	HR
EQP	A	Crawler Tractors	15.45061	Dozer, CAT D6K2 2018	2018 CAT D6K2 LGP	EL700353	HR
EQP	A	Crawler Tractors	15.45062	Dozer, Komatsu 61PX 2016	2016 Komatsu 61PX	40768	HR
EQP	A	Crawler Tractors	15.45063	Dozer, CAT D6K2 2020	2020 CAT D6K2	EL703304	HR
EQP	A	Crawler Tractors	15.45064	Dozer, Cat D3K2 LGP 2020	2020 Cat D3K2 Dozer GPS	KL207888	HR
EQP	A	Crawler Tractors	15.45065	Dozer, Cat D3K 2021	2021 Cat D3K Dozer GPS	XKY00485	HR
EQP	A	Crawler Tractors	15.45066	Dozer, Cat D1 LGP 2020	2020 D1 LGP Dozerw/SlopeA	XKL00183	HR
EQP	A	Crawler Tractors	15.45067	Dozer, Cat D4 AccuGrade 2021	CAT D4 Accugrade Dozer	JPH00236	HR
EQP	A	Crawler Tractors	15.45068	Dozer, Cat D1 2021	RPO 2021 D1 Dozer w GPS	XKL00405	HR
EQP	A	Crawler Tractors	15.45069	Dozer, JD 700K LGP 2019	JD 700K LGP	1T0700KXLKF354809	HR
EQP	A	Crawler Tractors	15.45070	Dozer, JD 550K LGP 2016	JD 550K LGP	10T0550KXJGF299109	HR
EQP	A	Crawler Tractors	15.45071	Dozer, CAT D5K2 LGP 2014	2014 CAT D5K2 LGP	CAT0D5K2VKYY01469	HR
EQP	A	Crawler Tractors	15.45072	Dozer, Komatsu D37PX-24 2017	2017 Komatsu D37PC-24	KMT0D131LGA085057	HR
EQP	A	Crawler Tractors	15.45073	Dozer, JD 450J LGP 2012	2012 JD 450J LGP	1T0450JXLCD228212	HR
EQP	A	Crawler Tractors	15.45074	Dozer, CAT D3K2LGP 2018	2018 CAT Tractor	KL207540	HR
EQP	A	Crawler Tractors	15.45075	Dozer, CAT D1 LGP 2021	2021 D1 Dozer	XKL00521	HR
EQP	A	Crawler Tractors	15.45076	Dozer, Komatsu D39PXi-24 2020	2020 Komatsu D39PXi-24	96802	HR
EQP	A	Crawler Tractors	15.45077	Dozer, JD 550K LGP 2018	2018 JD 550K LGP	1T0550KKTJF337803	HR
EQP	A	Crawler Tractors	15.45079	Dozer, JD 650k LGP 2013	2013 JD 650K LGP	1T0650KXCDE248314	HR
EQP	A	Crawler Tractors	15.45080	Dozer, JD 650k LGP 2014	2013 JD 650k LGP	1T0650KXHEE262298	HR
EQP	A	Crawler Tractors	15.45081	Dozer, JD 650K LGP 2018	2018 JD 650K LGP	1T0650KKHJF328891	HR
EQP	A	Crawler Tractors	15.45082	Dozer, JD 650K LGP 2019	2019 JD 650K LGP	1T0650KKCKF364916	HR
EQP	A	Crawler Tractors	15.45083	Dozer, JD 650k LGP 2019	2019 JD 650K LGP	1T0650KKCKF364432	HR
EQP	A	Crawler Tractors	15.45084	Dozer, Komatsu D39PX-24 2017	2017 Komatsu D39PX-24	KMT0D130PGA095263	HR
EQP	A	Crawler Tractors	15.45085	Dozer, Komatsu D39PX-24 2017	2017 Komatsu D39PX-24	KMT0D130PGA095568	HR
EQP	A	Crawler Tractors	15.45087	Dozer, JD 750K LGP 2018	2018 JD 750K LGP	1T0750KXEJF335423	HR
EQP	A	Crawler Tractors	15.45088	Dozer, JD 750K LGP 2018	2018 JD 750K LGP	1T0750KXKJF334973	HR
EQP	A	Crawler Tractors	15.45089	Dozer, Cat D3K LGP 2022	2022 D3K LGP Dozer	XKY02381	HR
EQP	A	Crawler Tractors	15.45090	Dozer, JD 450K 2019	2019 JD 450K Dozer	1T0450KXEKF358060	HR
EQP	A	Crawler Tractors	15.45091	Dozer, Cat D4 2021	2021 CAT D4 Dozer	JPH00598	HR
EQP	A	Crawler Tractors	15.45092	RPO Dozer, Cat D3K 2021	RPO 2021 D3K Dozer	KL207632	HR
EQP	E	Wheel Loaders	15.46014	IP Loader Cat938G 2002	2002 Cat 938G Loader	6SW01304	HR
EQP	E	Wheel Loaders	15.46027	Loader, Cat 938G 2005	2005 Cat 938G Loader	RTB01163	HR
EQP	E	Wheel Loaders	15.46028	Loader, Komatsu WA380-5 2006	2006 Komatsu WA380-5 Load	A52636	HR
EQP	E	Wheel Loaders	15.46029	Loader, Cat 950H 2006	2006 Cat 950H Loader	K5K01033	HR
EQP	E	Wheel Loaders	15.46030	Loader, Cat 950H 2006	2006 Cat 950H Loader	K5K01035	HR
EQP	E	Wheel Loaders	15.46044	Loader, Komatsu WA250 2007	2007 Komatsu WA250 Loader	A74523	HR
EQP	E	Wheel Loaders	15.46051	Loader, Cat 938H 2008	2008 CAT 938H LOADER	JKM00163	HR
EQP	E	Wheel Loaders	15.46053	Loader, Cat 938H 2009	2009 CAT 938H LOADER	JKM00160	HR
EQP	E	Wheel Loaders	15.46065	Loader, Cat 950H 2006	2006 Cat 950H Loader	K5K00374	HR
EQP	E	Wheel Loaders	15.46069	Loader, Komatsu WA320P2-6 2009	2009 Komatsu WA320P2-6 Lo	70916	HR
EQP	E	Wheel Loaders	15.46075	PLT Loader,Komatsu WA470 2017	2017 Komatsu WA470 Loader	A49256	HR
EQP	E	Wheel Loaders	15.46076	Loader,Cat 930M 2018	2018 CAT 930M Loader	KTG03564	HR
EQP	E	Wheel Loaders	15.46077	Loader, Cat 930M 2018	2018 CAT 930M Loader	KTG03693	HR
EQP	E	Wheel Loaders	15.46078	Loader, JD 544K 2018	2018 John Deere 544K	1DW544KZESF685677	HR
EQP	E	Wheel Loaders	15.46080	PLT Loader, Volvo L110H 2015	2015 Volvo L110H Loader	L110H10411	HR
EQP	E	Wheel Loaders	15.46081	PLT Loader, Cat 966M 2019	2019 CAT Loader 966M	GMS00587	HR
EQP	E	Wheel Loaders	15.46082	PLT Loader, Cat 966M 2019	2019 CAT Loader 966M	EJA02165	HR
EQP	E	Wheel Loaders	15.46088	Loader, JD 544J 2005	2005 JD 544J Loader	DW544JZ598426	HR
EQP	E	Wheel Loaders	15.46094	RB Auction, Komatsu WA270 2014	2014 Komatsu WA270	80546	HR
EQP	E	Wheel Loaders	15.46095	Loader, CAT 930K 2014	2014 CAT 930K Loader	RHN03455	HR
EQP	E	Wheel Loaders	15.46097	Loader, CAT 930K 2014	2014 CAT 930K Loader	RHN02651	HR
EQP	E	Wheel Loaders	15.46098	Loader, JD 544K 2013	2013 JD 544K Loader	1DW544KZADE653060	HR
EQP	E	Wheel Loaders	15.46100	Loader, Komatsu WA270 2018	2018 Komatsu WA270	83910	HR
EQP	E	Wheel Loaders	15.46102	Loader, JD 544L 2019	2019 JD 544L Loader	1DW544LZCKF695580	HR
EQP	E	Wheel Loaders	15.46103	Loader, JD 624K 2015	2015 JD 624K Loader	1DW624KPTFF670499	HR
EQP	E	Wheel Loaders	15.46104	PLT Loader, Volvo L150G 2015	2015 Volvo L150G	4574	HR
EQP	E	Wheel Loaders	15.46105	RB Auction, Komatsu WA470 2016	2016 Komatsu WA470	A49144	HR
EQP	E	Wheel Loaders	15.46108	Loader, CAT 938M 2020	2020 CAT 938M	J3R08028	HR
EQP	E	Wheel Loaders	15.46109	Loader, CAT 938M 2021	2021 CAT 938M	J3R07552	HR
EQP	E	Wheel Loaders	15.46110	Loader, JD 624P 2021	2021 JD 624P Loader	MLZ10965	HR
EQP	E	Wheel Loaders	15.46111	Loader, JD 624P 2021	2021 JD 624P Loader	MLZ10555	HR
EQP	E	Wheel Loaders	15.46112	Loader, Komatsu WA380-8 2017	2017 Komatsu WA380-8	KMTWA130HHNA74407	HR
EQP	E	Wheel Loaders	15.46113	Loader, JD 544K-II 2018	2018 John Deere 544K-II	1DW544KZHHF684280	HR
EQP	E	Wheel Loaders	15.46114	Loader, JD 544K 2015	2015 John Deere	1DW544KZTFE669673	HR
EQP	E	Wheel Loaders	15.46115	Loader, JD 444J 2005	2005 John Deere 444J	DW444JZ594914	HR
EQP	E	Wheel Loaders	15.46116	PLT Loader, John Deere 744L 21	2021 John Deere 744L	1DW744LXKMF710559	HR

EQP	E	Wheel Loaders	15.46117	PLT Loader, CAT 966M 2022	2022 CAT 966M	CAT8966MVEJA03816	HR
EQP	E	Wheel Loaders	15.46118	Loader, JD 524K II 2017	2017 JD 524K II Loader	1DW524KZAHF681799	HR
EQP	E	Wheel Loaders	15.46119	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZCJF690151	HR
EQP	E	Wheel Loaders	15.46120	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZDJF690148	HR
EQP	E	Wheel Loaders	15.46121	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZTJF685994	HR
EQP	E	Wheel Loaders	15.46122	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZEJF685894	HR
EQP	E	Wheel Loaders	15.46123	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZVJF689843	HR
EQP	E	Wheel Loaders	15.46124	Loader, JD 544K 2013	2013 JD 544K Loader	1DW544KZTDE650683	HR
EQP	E	Wheel Loaders	15.46125	Loader, JD 544K 2015	2015 JD 544K Loader	1DW544KZEFE669668	HR
EQP	E	Wheel Loaders	15.46126	Loader, JD 544K II 2017	2017 JD 544K II Loader	1DW544KZEHF684149	HR
EQP	E	Wheel Loaders	15.46127	Loader, JD 544K II 2017	2017 JD 544K II Loader	1DW544KZCHF681101	HR
EQP	E	Wheel Loaders	15.46128	Loader, JD 524K II 2018	2018 JD 544K II Loader	1DW544KZKJF689878	HR
EQP	E	Wheel Loaders	15.46131	Loader, JD 544K 2013	2013 JD 544K Wheel Loader	1DW544KZPDE655030	HR
EQP	E	Wheel Loaders	15.46132	Loader, JD 544K 2014	2014 JD 544K Wheel Loader	1DW544KZTEE663239	HR
EQP	E	Wheel Loaders	15.46133	Loader, JD 544K 2015	2015 JD 544K Wheel Loader	1DW544KZAFE670220	HR
EQP	E	Wheel Loaders	15.46134	Loader, JD 624K 2013	2013 JD 624K Wheel Loader	1DW624KZADE654591	HR
EQP	E	Wheel Loaders	15.46135	PLT Loader, JD 624K 2013	2013 JD 624K Wheel Loader	1DW624KZHGF673711	HR
EQP	E	Wheel Loaders	15.46136	Loader, Komatsu WA320-8 2018	2018 Komatsu WA320-8	KMTWA135HHNA38261	HR
EQP	E	Wheel Loaders	15.46137	Loader, JD 544 2021	2021 JD Loader 544	1DW544PAJMLZ12365	HR
EQP	E	Wheel Loaders	15.46138	Loader, JD 544 2021	2021 John Deere 544 Loade	1DW544PAKMLZ11571	HR
EQP	F	Skid Steer Loaders	15.46139	Loader, JD 317G 2019	2019 JD 317G Loader	1T0317GJVKJ361651	HR
EQP	E	Wheel Loaders	15.46140	PLT Loader, John Deere 824L 22	RPO 2022 JD 824L Loader	1DW824LXVNL714855	HR
EQP	E	Wheel Loaders	15.46141	PLT Loader, CAT 966M 2022	RPO 2022 CAT 966MLL	EJA03871	HR
EQP	E	Wheel Loaders	15.46142	PLT Loader, Komatsu WA47510 22	RPO 2022 Komatsu WA475-10	A40188	HR
EQP	E	Wheel Loaders	15.46143	Loader, CAT 930M 2021	2021 CAT 930M Loader	F5K00846	HR
EQP	E	Wheel Loaders	15.46144	Loader, JD 544P 2021	2021 JD 544P Wheel Loader	1DW544PAEMLZ12469	HR
EQP	E	Wheel Loaders	15.46145	Loader, JD 524L 2020	2020 JD 524L Loader	1DW524LZPLF706880	HR
EQP	E	Wheel Loaders	15.46146	Loader, JD 544L 2019	2019 John Deere 544L Load	1DW544LZLKF696790	HR
EQP	E	Wheel Loaders	15.46147	Loader, JD 544L 2019	2019 John Deere 544L Load	1DW544LZEKF701554	HR
EQP	E	Wheel Loaders	15.46148	RPO Loader, Komatsu WA320-8 22	RPO 2022 Komatsu WA320-8	A39986	HR
VEH	E	Wheel Loaders	15.46149	RPO Loader, CAT 938M 2023	RPO 2023 CAT 938M	J3R10528	HR
EQP	C	Agricultural Tractors	15.47002	Tractor, Challenger MT445 2002	2002 Challenger MT445 Tra	L24181	HR
EQP	D	Tractor-Loader-Backhoes	15.47022	Loader/Dragbox, Cat 416D 2006	2006 Cat 416D Loader/Drag	B2D02207	HR
EQP	D	Tractor-Loader-Backhoes	15.47025	Stolen Loader/Backhoe, CAT 07	2007 Cat 430E Loader/Back	EAT00776	HR
EQP	D	Tractor-Loader-Backhoes	15.47029	Loader/Backhoe, Cat 430E 2007	2007 Cat 430E Loader/Back	EAT00832	HR
EQP	D	Tractor-Loader-Backhoes	15.47043	Loader/Dragbox, Cat 416D 2004	2004 Cat 416D Loader/Drag	BFP12994	HR
EQP	D	Tractor-Loader-Backhoes	15.47044	Loader/Dragbox, Cat414E 2008	2008 Cat 414E Loader/Drag	ELB00772	HR
EQP	D	Tractor-Loader-Backhoes	15.47047	Loader/Dragbox, Cat 414E 2008	2008 Cat 414E Loader/Drag	ELB00775	HR
EQP	C	Agricultural Tractors	15.47049	Tractor, John Deere 2015	5100E Utility Tractor	1LV5100EJFY440836	HR
EQP	D	Tractor-Loader-Backhoes	15.47050	Loader/Backhoe, Cat 420 2016	2016 Cat 420 Loader/Backh	OJWJ03105	HR
EQP	D	Tractor-Loader-Backhoes	15.47051	Loader/Backhoe, JD 310 2017	2017 John Deere 310SL	1T0310SLJHF314371	HR
EQP	D	Tractor-Loader-Backhoes	15.47053	Loader/Dragbox, JD 210L 2017	2017 John Deere 210L Load	1T8210ELCHJ894538	HR
EQP	F	Skid Steer Loaders	15.47054	Tractor, Cat 299D2 2018	2018 CAT 299D2	FD203362	HR
EQP	D	Tractor-Loader-Backhoes	15.47055	Loader/Backhoe, Case 590SN 13	2013 Case 590SN	JJGN595NC591252	HR
EQP	C	Agricultural Tractors	15.47056	GCT Tractor,New Holland 2003	2003 New Holland Tractor	HK17491	HR
EQP	C	Agricultural Tractors	15.47060	Tractor, New Holland 2007	2007 New Holland TC45A	Z7DB04369	HR
EQP	C	Agricultural Tractors	15.47061	Tractor, Kubota M126 2012	2012 Kubota M126X Tractor	50171	HR
EQP	C	Agricultural Tractors	15.47062	Tractor, New Holland T4 2017	2017 New Holland T4.75	ZHAH51240	HR
EQP	C	Agricultural Tractors	15.47064	Tractor, Kubota M6S 2018	2018 Kubota M6S Tractor	51373	HR
EQP	D	Tractor-Loader-Backhoes	15.47065	Loader/Backhoe, CAT 420F2 2020	2020 CAT 420F2	HWC05810	HR
EQP	F	Skid Steer Loaders	15.47066	Tractor, JD 333G 2021	2021 John Deere 333G Load	1T0333GMLMF403838	HR
EQP	D	Tractor-Loader-Backhoes	15.47067	Tractor, JD 310SL 2015	2015 JD 310SL	1T0310SLVFF280528	HR
EQP	C	Agricultural Tractors	15.47068	Tractor, JD 8520 2002	2002 JD 8520	RW8520P0022854	HR
EQP	C	Agricultural Tractors	15.47069	Tractor, Kubota M7060D 2019	2019 Kubota M7060D	79199	HR
EQP	C	Agricultural Tractors	15.47070	Tractor, NewHolland TN75A 2012	2012 New Holland TN75A	HJE016034	HR
EQP	C	Agricultural Tractors	15.47071	Tractor, JD 5055E 2014	2014 JD 5055E	1PY5055EHEB025662	HR
EQP	C	Agricultural Tractors	15.47072	Tractor, JD 5300 2001	2001 John Deere 5300 Util	LV5300D331614	HR
EQP	C	Agricultural Tractors	15.47073	Tractor, Massey Ferg 231S 2002	2002 Massey Ferg 231S	9681L36117	HR
EQP	C	Agricultural Tractors	15.47074	Tractor, Massey Ferg 231S 2003	2003 Massey Ferg 231S	9681M31045	HR
EQP	C	Agricultural Tractors	15.47076	Tractor, Kubota L4760HSTC 21	2021 Kubota L4760HSTC Tra	42597	HR
EQP	D	Tractor-Loader-Backhoes	15.47077	Loader/Backhoe, CAT 420XE 2023	2023 CAT 420XE	H9X02271	HR
EQP	G	Scrapers & Box Blades	15.48007	Scraper, Cat 613C 2006	2006 Cat 613C Scraper	8LJ02892	HR
EQP	G	Scrapers & Box Blades	15.48008	Scraper, Cat 615CII 2005	2005 Cat 615CII Scraper	9XG01861	HR
EQP	G	Scrapers & Box Blades	15.48015	Scraper, Cat 613C 2005	2005 Cat 613C Scraper	8LJ02860	HR
EQP	G	Scrapers & Box Blades	15.48016	Scraper, Cat 613C 2005	2005 Cat 613C Scraper	8LJ02878	HR
EQP	G	Scrapers & Box Blades	15.48017	Scraper, Cat 615CII 2006	2006 Cat 615CII Scraper	9XG01973	HR
EQP	G	Scrapers & Box Blades	15.48018	Scraper, Cat 615C 2005	2005 Cat 615C Scraper	9XG01820	HR
EQP	G	Scrapers & Box Blades	15.48019	Scraper, Cat 615CII 2006	2006 Cat 615CII Scraper	9XG02011	HR
EQP	H	Graders	15.49014	Motorgrader, Cat 12H 2005	2005 Cat 12H Motorgrader	AMZ007734	HR
EQP	H	Graders	15.49015	Motorgrader, Cat 140H 2004	2004 Cat 140H Motorgrader	CCA00483	HR
EQP	H	Graders	15.49026	Motorgrader, Cat 12H 2007	2007 Cat 12H Motorgrader	CBK01307	HR
EQP	H	Graders	15.49027	Motorgrader, Cat 12M 2008	2008 Cat 12M Motorgrader	B9R00070	HR
EQP	H	Graders	15.49028	Motorgrader, Cat 12M 2009	2009 Cat 12M Motorgrader	B9F00490	HR
EQP	H	Graders	15.49034	Motorgrader, Cat 12H 2004	2004 Cat 12H Motorgrader	AMZ00417	HR

EQP	H	Graders	15.49038	Motorgrader, Cat 12M 2011	2011 Cat 12M Motorgrader	B9F00946	HR
EQP	H	Graders	15.49039	Motorgrader, Cat 12M 2012	2012 Cat 12M Motorgrader	B9F01011	HR
EQP	H	Graders	15.49040	Motorgrader, Cat 12M 2012	2012 Cat 12M Motorgrader	B9F01013	HR
EQP	H	Graders	15.49041	Motorgrader, JD 672G 2016	2016 672G Motor Grader	670958	HR
EQP	H	Graders	15.49042	Motorgrader, CAT 12M3 2018	2018 12M3 MotorGrader	0N9F00923	HR
EQP	H	Graders	15.49043	Motorgrader, Cat 12M3 2018	2018 12M3 Motor Grader	N9F00852	HR
EQP	H	Graders	15.49044	Motorgrader, Cat 12M 2011	2011 Cat 12M Motorgrader	MCB9C01003	HR
EQP	H	Graders	15.49046	Motorgrader, Leeboy 965B 2019	2019 965B Leeboy Grader	241450	HR
EQP	H	Graders	15.49048	Motorgrader, Cat 12H 2007	2007 Cat 12H Motorgrader	AMZ1272	HR
EQP	H	Graders	15.49053	Motorgrader, Cat 12H 2006	2006 Cat 12H Grader	AMZ 01053	HR
EQP	H	Graders	15.49054	Motorgrader, JD 670B 1994	1994 John Deere 670B	DW670BX547951	HR
EQP	H	Graders	15.49055	Motorgrader, JD 672G 2022	2022 JD 672G w/ Robotic S	1DW672GPCNF713220	HR
EQP	H	Graders	15.49056	Motorgrader, CAT 120H 2005	2005 CAT 120H Motorgrader	CAT0120HCCAF00498	HR
EQP	H	Graders	15.49057	Motorgrader, CAT 12M 2011	2011 Cat 12M Motorgrader	CAT0012MPB9F01301	HR
EQP	H	Graders	15.49058	Motorgrader, CAT 12M3 2017	2017 Cat 12M3 Motorgrader	CAT0012MHN9R00320	HR
EQP	H	Graders	15.49059	Motorgrader, JD 670G 2011	2011 John Deere 670G Moto	1DW670GXTBE635738	HR
EQP	H	Graders	15.49060	Motorgrader, JD 670GP 2012	2012 John Deere 670GP Mot	1DW670GPTCE643310	HR
EQP	H	Graders	15.49061	Motorgrader, JD 772G 2015	2015 John Deere 772G AWD	1DW772GXTFF669761	HR
EQP	H	Graders	15.49062	Motorgrader, CAT 120 JOY 2020	2020 CAT 120 JOY	0Y9C00817	HR
EQP	48	Dump Off Rd	15.50018	Off Road Dump Tk, CAT 725 2014	2014 Cat 725	OTFB00266	HR
EQP	48	Dump Off Rd	15.50019	Off Road Dump Tk, CAT 725 2014	2014 Off Road Dump 725	OTFB00267	HR
EQP	48	Dump Off Rd	15.50020	Off Road Dump Tk, JD 300D2 17	2017 JD 300D2	1DW300DXHBD638006	HR
EQP	48	Dump Off Rd	15.50021	Off Road Dump Tk, VolvoA30G 20	2020 Volvo A30G	E0A30GP00752034	HR
EQP	48	Dump Off Rd	15.50022	Off Road DumpTk, Volvo A25G 18	2018 Volvo A25G RPO	742216	HR
EQP	48	Dump Off Rd	15.50023	Off Road DumpTk, Volvo A25G 19	2019 Volvo A25G RPO	742311	HR
EQP	48	Dump Off Rd	15.50024	Off Road DumpTk, Volvo A25G 17	2018 Volvo A25G RPO	742022	HR
EQP	48	Dump Off Rd	15.50025	Off Road DumpTk, Volvo A25G 18	2018 Volvo A25G RPO	742087	HR
EQP	48	Dump Off Rd	15.50026	Off Road DumpTk, Volvo A25G 18	2018 Volvo A25G RPO	742091	HR
EQP	48	Dump Off Rd	15.50027	Off Road DumpTk, Volvo A25G 19	2019 Volvo A25G RPO	742298	HR
EQP	48	Dump Off Rd	15.50028	Off Road DumpTk, Volvo A25G 19	2019 Volvo A25G RPO	742313	HR
EQP	I	Excavation Equipment	15.51020	Excavator, Cat 330DL 2006	2006 Cat 330DL	MWP00494	HR
EQP	I	Excavation Equipment	15.51034	RB Auction Ex, Cat 330DL 2007	2007 Cat 330DL	MWP02598	HR
EQP	I	Excavation Equipment	15.51042	Excavator, Cat 303.5CR 2007	2007 Cat 303.5 CR	DMY00983	HR
EQP	I	Excavation Equipment	15.51045	Excavator, Cat 320CL 2005	2005 Cat 320CL Excavator	PAB02994	HR
EQP	I	Excavation Equipment	15.51056	Excavator, Cat 324DL 2009	2009 Cat 324DL	JJG01082	HR
EQP	I	Excavation Equipment	15.51060	Excavator, Cat 308E 2015	2015 Cat 308E	FJX04483	HR
EQP	I	Excavation Equipment	15.51061	Excavator, JD 50G 2016	2017 John Deere 50G	283595	HR
EQP	I	Excavation Equipment	15.51062	Excavator, JD 60G 2016	2016 John Deere 60G	286192	HR
EQP	I	Excavation Equipment	15.51063	Excavator,Cat 326F 2017	2017 Cat 326F Excavator	WGL10313	HR
EQP	I	Excavation Equipment	15.51064	Excavator, JD 210G 2017	2017 John Deere Excavator	1FF210GXCHF525389	HR
EQP	I	Excavation Equipment	15.51065	Excavator, JD 210G 2018	2018 John Deere Excavator	1FF210GXJHF525172	HR
EQP	I	Excavation Equipment	15.51068	Excavator, JD 85G 2019	2019 JD 85G	1FF085GXEKJ020942	HR
EQP	I	Excavation Equipment	15.51074	Excavator, Komatsu PC210 2017	2017 PC200 Komatsu	500435	HR
EQP	I	Excavation Equipment	15.51082	Excavator, CAT 336EL 2013	2013 CAT 336EL Excavator	JRJ00245	HR
EQP	I	Excavation Equipment	15.51084	Excavator, Bobcat E63 2017	2017 Bobcat E63 Mini	B34R11586	HR
EQP	I	Excavation Equipment	15.51085	Excavator, Komatsu PC210 2017	2017 PC210 Komatsu	C80257	HR
EQP	I	Excavation Equipment	15.51088	Excavator, CAT 336FL 2018	2018 CAT 336FL Excavator	RKB20750	HR
EQP	I	Excavation Equipment	15.51089	Excavator, CAT 305.5E 2015	2015 CAT 305.5E	EJX00867	HR
EQP	I	Excavation Equipment	15.51090	Excavator, John Deere 85G 2020	2020 John Deere 85G	FF085GXHKJ021135	HR
EQP	I	Excavation Equipment	15.51092	Excavator, CAT 336 2020	2020 CAT 336	DKS01898	HR
EQP	I	Excavation Equipment	15.51093	Excavator, CAT 330GC 2021	2021 CAT 330GC	SCZ10066	HR
EQP	I	Excavation Equipment	15.51094	Excavator,Cat 330GC 2021	2021 Cat 330GC Excavator	GDW00217	HR
EQP	I	Excavation Equipment	15.51095	Excavator, Cat 315GC 2021	2021 CAT 315GC Excavator	FTY00151	HR
EQP	I	Excavation Equipment	15.51096	Excavator, JD 300G 2018	2018 John Deere 300G	1FF300GXCJF730733	HR
EQP	I	Excavation Equipment	15.51097	Excavator, Doosan DX300LC 2007	2007 Doosan DX300LC	DHKHECG0S7006179	HR
EQP	I	Excavation Equipment	15.51098	Excavator, Doosan DX225LC 2016	2007 Doosan DX300LC	DHKCEBA0KE0001667	HR
EQP	I	Excavation Equipment	15.51099	Excavator, Komatsu PC210 2016	2016 Komatsu PC210LC-11	KMTPC257AF500162	HR
EQP	I	Excavation Equipment	15.51100	Excavator, JohnDeere 135G 2019	2019 John Deere 135G	1FF135GXKJF501168	HR
EQP	I	Excavation Equipment	15.51101	Excavator, Bobcat E55 2019	2019 Bobcat E55	AJ1913557	HR
EQP	I	Excavation Equipment	15.51102	Excavator, CAT 305.5 E2 2018	2018 CAT 305.5 E2	CAT3055ECCR505630	HR
EQP	I	Excavation Equipment	15.51103	Excavator, Kubota KX057-4 2012	2012 Kubota KX057-4	21658	HR
EQP	I	Excavation Equipment	15.51104	Excavator, Bobcat E42 2015	2015 Bobcat E42	AG3414453	HR
EQP	I	Excavation Equipment	15.51105	Excavator, Bobcat E35i 2020	2020 Bobcat E35i	B3Y216139	HR
EQP	I	Excavation Equipment	15.51106	Excavator, Bobcat E26 2014	2014 Bobcat E26	B33211303	HR
EQP	I	Excavation Equipment	15.51107	Excavator, John Deere 60G 2021	2021 John Deere 60G w Thu	1FF060GXJMJ294463	HR
EQP	I	Excavation Equipment	15.51108	Excavator, John Deere 60G 2021	2021 John Deere 60G w Thu	1FF060GXAMJ294161	HR
EQP	I	Excavation Equipment	15.51109	Excavator, JohnDeere 160G 2017	2017 John Deere 160G Exca	1FF160GXAHF056845	HR
EQP	I	Excavation Equipment	15.51110	Excavator, Komatsu PC210L 2014	2014 Komatsu PC210LC Exca	KMTPC243H54A10379	HR
EQP	I	Excavation Equipment	15.51111	Excavator, JohnDeere 245G 2018	2018 John Deere 245G Exca	1FF245GXHJF800685	HR
EQP	I	Excavation Equipment	15.51113	Excavator, JohnDeere 120C 2005	2005 John Deere 120C Exca	FF120CX035349	HR
EQP	I	Excavation Equipment	15.51114	Excavator, Komatsu PC228U 17	2017 Komatsu PC228US Exca	KMTPC250CHC003348	HR
EQP	I	Excavation Equipment	15.51115	Excavator, Komatsu PC290L 2017	2017 Komatsu PC290LC Exca	KMTPC255PHWA27696	HR
EQP	I	Excavation Equipment	15.51116	Excavator, Hitachi 350LC 2015	2015 Hitachi 350LC Excava	1FFDDC70TEE930725	HR
EQP	I	Excavation Equipment	15.51117	Excavator, JohnDeere 350G 2015	2015 John Deere 350G Exca	1FF350GXCFF810722	HR

EQP	I	Excavation Equipment	15.51118	Excavator, JohnDeere 245G 2017	2017 John Deere 245G Exca	1FF245GXHGF800095	HR
EQP	I	Excavation Equipment	15.51119	Excavator, JohnDeere 210G 2019	2019 John Deere 210G Exca	1FF210GXTKF527913	HR
EQP	I	Excavation Equipment	15.51120	Excavator, JohnDeere 245G 2020	2020 John Deere 245G Exca	1FF245GXLKF801416	HR
EQP	I	Excavation Equipment	15.51121	Excavator, JohnDeere 300G 2019	2019 John Deere 300G Exca	1FF300GXLKF731452	HR
EQP	I	Excavation Equipment	15.51123	Excavator, JohnDeere 245G 2020	2020 John Deere 245G Exca	1FF245GXJKF801412	HR
EQP	I	Excavation Equipment	15.51124	Excavator, JohnDeere 210G 2019	2019 John Deere 210G Exca	1FF210GXEKF527858	HR
EQP	I	Excavation Equipment	15.51125	Excavator, JohnDeere 245G 2020	2020 John Deere 245G Exca	1FF245GXAKF801415	HR
EQP	I	Excavation Equipment	15.51126	Excavator, JohnDeere 210G 2017	2017 John Deere 210G Exca	1FF210GXHHF525034	HR
EQP	I	Excavation Equipment	15.51127	Excavator, JohnDeere 300G 2019	2019 John Deere 300G Exca	1FF300GXAKF731353	HR
EQP	I	Excavation Equipment	15.51128	Excavator, JohnDeere 300G 2019	2019 John Deere 300G Exca	1FF300GXAKF731298	HR
EQP	I	Excavation Equipment	15.51129	Excavator, JohnDeere 350G 2008	2008 John Deere 350G Exca	FF350DX806545	HR
EQP	I	Excavation Equipment	15.51130	Excavator, John Deere 85G 2015	2015 John Deere 85G Excav	1FF085GXJFJ018136	HR
EQP	I	Excavation Equipment	15.51131	Excavator, John Deere 50G 2019	2019 John Deere 50G Excav	1FF050GXKJH289188	HR
EQP	I	Excavation Equipment	15.51133	Excavator, John Deere 50G 2014	2014 John Deere 50G Excav	1FF050GXPDH280901	HR
EQP	I	Excavation Equipment	15.51134	Excavator, Komatsu PC55MR 2017	2017 Komatsu PC55MR5 Exca	KMTPC259AHE020549	HR
EQP	I	Excavation Equipment	15.51136	Excavator, John Deere 75G 2015	2015 John Deere 75G Excav	1FF075GXHFJ015540	HR
EQP	I	Excavation Equipment	15.51137	Excavator, John Deere 50G 2016	2016 John Deere 50G Excav	1FF050GXEGH284866	HR
EQP	I	Excavation Equipment	15.51138	Excavator, John Deere 35G 2017	2017 John Deere 35G Excav	1FF035GXCGK277603	HR
EQP	I	Excavation Equipment	15.51139	Excavator, John Deere 85G 2017	2017 John Deere 85G Excav	1FF085GXTHJ019107	HR
EQP	F	Skid Steer Loaders	15.51140	Tractor, John Deere 325G 2019	19 John Deere 325G Skid S	1T0325GKCKJ352327	HR
EQP	I	Excavation Equipment	15.51141	Excavator, CAT 349 2022	2022 CAT 349	RYG20670	HR
EQP	I	Excavation Equipment	15.51142	Excavator, Komatsu PC360LC 22	2022 Komatsu PC360LC-11	A38668	HR
EQP	I	Excavation Equipment	15.51143	Excavator, JohnDeere 300G 2019	2019 John Deere 300G Exca	1FF300GXJKF731297	HR
EQP	I	Excavation Equipment	15.51144	RPO Excavator,CAT 330 2022	RPO 2022 CAT 330 Excavato	WCH30385	HR
EQP	I	Excavation Equipment	15.51145	RPO Excavator, Komatsu PC23 22	RPO 22 Komatsu PC238 Exca	9052	HR
EQP	I	Excavation Equipment	15.51146	RPO Excavator, JD 30G 2022	RPO 2022 JD 30G Excavator	1FF030GXCPK239469	HR
EQP	K	Compaction Equipment	15.53009	Roller, Ing-Rand PT125R Traf01	2001 Ing-Rand PT125R Traf	162761	HR
EQP	K	Compaction Equipment	15.53021	Roller, Tampo 48" SF Pull Type	Tampo 48" Sheepfoot Rolle		HR
EQP	K	Compaction Equipment	15.53022	Roller, Tampo 48" SF Pull Type	Tampo 48" Sheepfoot Rolle		HR
EQP	K	Compaction Equipment	15.53023	Roller, Grid Pull Type	Grid Roller/Pull Type		HR
EQP	K	Compaction Equipment	15.53049	Roller, Cat CS563D Vib 2002	2002 Cat CS563D Vibratory	9MW01065	HR
EQP	K	Compaction Equipment	15.53051	Roller, Cat CS563D Vib 2002	2002 Cat CS563D Vibratory	9MW01291	HR
EQP	K	Compaction Equipment	15.53052	Roller, Cat CS533D Vib 2004	2004 Cat CS533D Vibratory	ASL00188	HR
EQP	K	Compaction Equipment	15.53053	Roller, Ing-Rand PT125R, 2003	2003 Ing-Rand PT125R Roll	174519	HR
EQP	K	Compaction Equipment	15.53058	Roller, Cat CS533E Vib 2005	2005 Cat CS533E Vibratory	ASL00329	HR
EQP	K	Compaction Equipment	15.53065	Roller, Bomag 530AH 2002	2002 Bomag 530AH Roller	9A22201945	HR
EQP	K	Compaction Equipment	15.53088	Roller, Cat CS423E Vib 2007	2007 Cat CS423E Vibratory	AST00490	HR
EQP	K	Compaction Equipment	15.53092	Roller, Dynapac 3 Wheel 2008	2008 Dynapac CS142 3Wheel	21120269	HR
EQP	K	Compaction Equipment	15.53093	Roller, Ing-Rand PT240R Traf08	2008 Ing-Rand PT240R Traf	197735	HR
EQP	K	Compaction Equipment	15.53094	Roller, Ing-Rand PT240R Traf08	2008 Ing-Rand PT240R Traf	198377	HR
EQP	K	Compaction Equipment	15.53104	Roller, DynapacCS141 3Wheel 14	2014 CS141 Dynapac 3 Whee	21720302	HR
EQP	K	Compaction Equipment	15.53107	Roller, Cat CS583 Vib 2001	2001 Cat CS583 Vibratory	2CZ00147	HR
EQP	K	Compaction Equipment	15.53108	Roller, Cat CS533E Vib 2005	2005 Cat CS533E Vibratory	ASL00755	HR
EQP	K	Compaction Equipment	15.53109	Roller, Cat CS533E Vib 2006	2006 Cat CS533E Vibratory	DAK00360	HR
EQP	K	Compaction Equipment	15.53112	Roller, Cat CB334E Vib 2006	2006 Cat CB334E Vib Rolle	C3A00120	HR
EQP	K	Compaction Equipment	15.53115	Roller, Cat CB334E Vib 2007	2007 Cat CB334E Vib Rolle	C3A00359	HR
EQP	K	Compaction Equipment	15.53117	Roller, Cat CS54 Vib 2009	2005 Cat CS54 Vibratory R	C5R00145	HR
EQP	K	Compaction Equipment	15.53118	Roller, Cat CB34 Vib 2009	2009 Cat CB34 Vib Roller	34500335	HR
EQP	K	Compaction Equipment	15.53120	Roller, Cat CB434D Vib 2009	2009 Cat CB434D Vib Rolle	CNH00981	HR
EQP	K	Compaction Equipment	15.53121	Roller, Cat CB34 Vib 2009	2009 Cat CB34 Vib Roller	34500413	HR
EQP	K	Compaction Equipment	15.53123	Roller, Dynapac CP142 Ro, 2009	2009 Dynapac CP142 Roller	2163BR2320	HR
EQP	K	Compaction Equipment	15.53124	Roller, Dynapac 3 Wheel 2009	2009 Dynapac CS142 3Wheel	21120278	HR
EQP	K	Compaction Equipment	15.53127	Roller, Cat CB54XW Vib 2010	2010 Cat CB54XW Vib Rolle	JLM00312	HR
EQP	K	Compaction Equipment	15.53128	Roller, Cat CB54XW Vib 2010	2010 Cat CB54XW Vib Rolle	JLM00328	HR
EQP	K	Compaction Equipment	15.53129	Roller, Hamm HD120 VIB 2014	HD120WVibratory Asphalt R	H-1841054	HR
EQP	K	Compaction Equipment	15.53131	Roller,CAT CB54XW VIB 2014	CB54XW 2014	K3J00192	HR
EQP	K	Compaction Equipment	15.53132	Roller,CAT CB54XW VIB 2014	CB54XW 2014	K3J00193	HR
EQP	K	Compaction Equipment	15.53133	Roller, Cat CB34B 2016	2016 CB34B CAT Asphalt Ro	XB400154	HR
EQP	K	Compaction Equipment	15.53134	Roller,Hamm HD1201VVHF 2015	Roller HD1201VVHF	H2070008	HR
EQP	K	Compaction Equipment	15.53135	Roller,Cat CB54XW 2015	2015 CB54XW Asphalt Rolle	OK3J00275	HR
EQP	K	Compaction Equipment	15.53136	Roller,Cat CB64 2016	2016 CB64 Roller Vibrator	C5600197	HR
EQP	K	Compaction Equipment	15.53137	Roller, Cat CS54B Vib 2018	2018 Cat CS54B Vib Roll (	CS500581	HR
EQP	K	Compaction Equipment	15.53138	Roller, Bomag CB224E 2014	2014 Bomag CB224E Compact	901A22231091	HR
EQP	K	Compaction Equipment	15.53139	Roller, Cat CB224E 2006	2006 Cat CB224E Vib	2241754	HR
EQP	K	Compaction Equipment	15.53140	Roller, Hamm HD14VV 2012	2012 Hamm HD14VV Roller	H2010896	HR
EQP	K	Compaction Equipment	15.53141	Roller, Hamm HDO90V 2012	2012 Hamm HDO90V Tandem	H1810353	HR
EQP	K	Compaction Equipment	15.53142	Roller, Sakai SV505 2013	2013 Sakai Sv505 Dirt Rol	B188C22169V	HR
EQP	K	Compaction Equipment	15.53143	Roller, Sakai SW770ND 2015	2015 Sakai SW770ND Vib Ro	4SW48-10130	HR
EQP	K	Compaction Equipment	15.53144	Roller, Sakai SW850ND 2015	2015 Sakai SW850ND Compac	4SW56-50202C	HR
EQP	K	Compaction Equipment	15.53145	Roller, Leeboy 420 2005	2005 Leeboy 420	44824	HR
EQP	K	Compaction Equipment	15.53147	RB Auction, Leeboy 420 2007	2007 Leeboy 420	49318-70781	HR
EQP	K	Compaction Equipment	15.53148	Roller, CAT CS423 2005	2005 CAT CS423	BWG00173	HR
EQP	K	Compaction Equipment	15.53151	Roller, Hamm 3410 2011	2011 Hamm 3410 Roller	H1791506	HR
EQP	K	Compaction Equipment	15.53152	Roller, Hamm 3307 2013	2013 Hamm 3307 Roller	H1890633	HR

EQP	K	Compaction Equipment	15.53155	Roller, Bomag BW11 2005	2005 Bomag BW11RH	90122202156	HR
EQP	K	Compaction Equipment	15.53157	Roller, CAT CB54 2015	2015 CAT CB54	K3J00276	HR
EQP	K	Compaction Equipment	15.53158	Roller, Bomag BW11 2015	2015 Bomag BW11RH	101538701030	HR
EQP	K	Compaction Equipment	15.53159	Roller, Hamm 3410 2013	2013 Hamm 3410 Roller	H1792083	HR
EQP	K	Compaction Equipment	15.53160	Roller, CAT CS433 2004	2004 CAT CS433	ASR00202	HR
EQP	K	Compaction Equipment	15.53161	Roller, Hamm HD70 2020	2020 Hamm HD70 w/ Cutting	H1860780	HR
EQP	K	Compaction Equipment	15.53162	Roller, Bomag BW138 2019	2019 Bomag BW138AD	101650341284	HR
EQP	K	Compaction Equipment	15.53163	Roller, Hamm HD120 2012	2012 Hamm HD120	H1840278	HR
EQP	K	Compaction Equipment	15.53165	Roller, Hamm HD120 2012	2012 Hamm HD120	H1840908	HR
EQP	K	Compaction Equipment	15.53166	Roller, Ing Rand DD110 2002	2002 Ing Rand DD110	167623	HR
EQP	K	Compaction Equipment	15.53167	Roller, Cat CB34B 2020	2020 CB34B CAT Asphalt Ro	XB400938	HR
EQP	K	Compaction Equipment	15.53168	Roller, CAT CW16 2020	2020 CAT CW16	TL500480	HR
EQP	K	Compaction Equipment	15.53169	Roller, Sakai SW8840171C 2020	2020 Sakai SW8840171C	3SW79-40171	HR
EQP	K	Compaction Equipment	15.53170	Roller,Cat CB13 2021	2021 CAT CB13	PWP00282	HR
EQP	K	Compaction Equipment	15.53171	Roller, CAT CW16 2021	2021 CAT CW16	TL500521	HR
EQP	K	Compaction Equipment	15.53172	Roller, Hamm HD+ 120i VO 2021	2021 Hamm HD120 Roller	H2430235	HR
EQP	K	Compaction Equipment	15.53173	Roller, Hamm HD70 2021	2021 Hamm HD70 Roller	H1860828	HR
EQP	K	Compaction Equipment	15.53174	Roller, Hamm HD12VV 2021	HD12 Vibratory Asphalt Ro	H2302748	HR
EQP	K	Compaction Equipment	15.53175	Roller, Hamm 12VV 2021	2021 Hamm 12VV Roller	H2302580	HR
EQP	K	Compaction Equipment	15.53176	Roller, Cat CB15 2020	2020 CAT CB15 Roller	M9400274	HR
EQP	K	Compaction Equipment	15.53177	Roller, CAT CB15 2021	2021 CAT CB15 Roller	M9400240	HR
EQP	K	Compaction Equipment	15.53178	Roller, CAT CB15 2021	2021 CAT CB15 Roller	M9400334	HR
EQP	K	Compaction Equipment	15.53179	Roller, Sakai SW884ND 2020	2020 Sakai SW884ND	3SW79-40174	HR
EQP	K	Compaction Equipment	15.53180	Roller, CAT CW16 2019	2019 CAT CW16	TL500400	HR
EQP	K	Compaction Equipment	15.53181	Roller, CAT CB13 2021	2021 CAT CB13	PWP00757	HR
EQP	K	Compaction Equipment	15.53182	Roller, Bomag BW177D-5 2017	2017 Bomag BW177D Roller	101586491247	HR
EQP	K	Compaction Equipment	15.53183	Roller, Bomag BW177D-3 2007	2007 Bomag BW177D Roller	901581531509	HR
EQP	K	Compaction Equipment	15.53184	Roller, CAT CB36B 2020	2020 CAT CB36B	CATCB36BCM3600342	HR
EQP	K	Compaction Equipment	15.53185	Roller, Bomag BW138AD-5 2014	2014 Bomag BW138AD-5 Roll	101650301438	HR
EQP	K	Compaction Equipment	15.53186	Roller, Multiquip AR14H 2016	2016 Multiquip AR14H	160903	HR
EQP	K	Compaction Equipment	15.53187	Roller, Bomag BW11RH 1996	1996 Bomag BW11RH	A222CT1501T	HR
EQP	K	Compaction Equipment	15.53188	Roller, CAT CS56B 2020	2020 CAT CS56B	S5600998	HR
EQP	K	Compaction Equipment	15.53189	Roller, CAT CS56B 2020	2020 CAT CS56B	S5600589	HR
EQP	K	Compaction Equipment	15.53190	Roller, Sakai SW884ND 2021	2021 Sakai SW884ND	3SW79-40195	HR
EQP	K	Compaction Equipment	15.53191	Roller, Sakai SW884ND 2021	2021 Sakai SW884ND	3SW79-40116	HR
EQP	K	Compaction Equipment	15.53192	Roller, HAMM H10I 2020	2020 HAMM H10I	H2351001	HR
EQP	K	Compaction Equipment	15.53193	Roller, CAT PS150C 2005	2005 Cat PS150C	CATPS150EFPS00345	HR
EQP	K	Compaction Equipment	15.53194	Roller, CAT PS150C 2007	2007 Cat PS150C	CATPS150CFPS00676	HR
EQP	K	Compaction Equipment	15.53195	Roller, CAT CB224E 2005	2005 CAT 224E	22400831	HR
EQP	K	Compaction Equipment	15.53196	Roller, CAT CB54 XW 2011	2011 CAT CB54 XW	CAT0CB54CJLM00358	HR
EQP	K	Compaction Equipment	15.53197	Roller, CAT CB64 2013	2013 CAT CB64	CAT0CB64PDJM00457	HR
EQP	K	Compaction Equipment	15.53198	Roller, HAMM HD12VV 2018	2018 Hamm HD12VV	WGH0H230EHAA01789	HR
EQP	K	Compaction Equipment	15.53199	Roller, HAMM HD+70iVV 2018	2018 Hamm HD+70iVV Double	WGH0H186LHAA00548	HR
EQP	K	Compaction Equipment	15.53200	Roller, HAMM H7I 2016	2016 Hamm H7I Smooth Drum	H2221037	HR
EQP	K	Compaction Equipment	15.53201	Roller, Remote walk behind 12	2012 Roller w/ remote	NA-GOLIATH	HR
EQP	K	Compaction Equipment	15.53202	Roller, Walk Behind 1900	1900 Walk Behind Roller	1743616	HR
EQP	K	Compaction Equipment	15.53203	Roller, Bomag BW211D-3 2005	2005 Bomag BW211D-3	901580-861368	HR
EQP	K	Compaction Equipment	15.53204	Roller, Bomag BW211D-5 2017	2017 Bomag BW211D-5	101586081112	HR
EQP	K	Compaction Equipment	15.53206	Roller, Sakai SW504 2022	2022 Sakai SW504	1SW74-30288	HR
EQP	K	Compaction Equipment	15.53207	Roller, Bomag BW177D-5 2019	2019 Bomag Single Drum Ro	101587291014	HR
EQP	K	Compaction Equipment	15.53208	Roller, Sakai SW884ND 2022	2022 Sakai SW884ND	3SW79-40200	HR
EQP	K	Compaction Equipment	15.53209	Roller, CAT CB13 Tandem 22	2022 CAT CB13 Roller	PWP01054	HR
EQP	K	Compaction Equipment	15.53210	Roller, CAT CB13 Tandem 22	2022 CAT CB13 Roller	PWP01050	HR
EQP	K	Compaction Equipment	15.53211	Roller, CAT CB15 2022	2022 CAT CB15 Roller	M9400401	HR
EQP	K	Compaction Equipment	15.53212	Roller, Hamm HD70i 2021	2021 Hamm HD70i Roller	H1860408	HR
EQP	K	Compaction Equipment	15.53213	Roller, CAT CB7 2021	2021 CAT CB7 Roller	NLJ00155	HR
EQP	K	Compaction Equipment	15.53214	Roller, Hamm HD+ 120i VO 2021	2021 Hamm HD120 Roller	H2430332	HR
EQP	K	Compaction Equipment	15.53215	Roller, Hamm HD+ 120i VO 2020	2020 Hamm HD120 Roller	H243.0274	HR
EQP	K	Compaction Equipment	15.53216	Roller, Hamm HD14iVV 2022	2022 Hamm HD14iVV Roller	H265.0066	HR
EQP	K	Compaction Equipment	15.53217	Roller, Bomag BW177D 2021	2021 Bomag BW177D Roller	101587291166	HR
EQP	K	Compaction Equipment	15.53218	Roller, Bomag BW211D-5 2020	2020 Bomag BW211D-5	101586081606	HR
EQP	K	Compaction Equipment	15.53219	Roller, Bomag BW145D 2020	2020 Bomag BW145D Roller	101587281024	HR
EQP	K	Compaction Equipment	15.53220	Roller, Bomag BW177D 2020	2020 Bomag BW177D Roller	101587061246	HR
EQP	K	Compaction Equipment	15.53221	Roller, Bomag BW138D 2020	2020 Bomag BW138D Roller	101650461225	HR
EQP	K	Compaction Equipment	15.53222	Roller, Bomag BW145D 2017	2017 Bomag BW145D Roller	101586541077	HR
EQP	K	Compaction Equipment	15.53224	Roller, Hamm HD14iVV 2018	2018 Hamm HD14iVV Roller	H2310440	HR
EQP	K	Compaction Equipment	15.53225	Roller, Hamm HD14iVV 2017	2017 Hamm HD14iVV Roller	H2310343	HR
EQP	K	Compaction Equipment	15.53226	RPO Roller, HAMM H10i 2022	RPO 2022 HAMM H10i Roller	H284.0714	HR
EQP	K	Compaction Equipment	15.53227	RPO Roller, Sakai 884 2023	RPO 2023 Sakai 884 Roller	3SW79-40288	HR
EQP	L	Aggregate Equipment	15.53228	RPO Roller, Sakai 850 2017	RPO 2017 Sakai 850 Roller	4SW56-50252C	HR
EQP	25	Paver 10ft	15.54029	Spare Paver, Cat 10FT 2010	2010 Cat AP1000D Paver	EAD00393	HR
EQP	25	Paver 10ft	15.54031	Paver,Cat AP1055F 2016	2016 AP1055F CAT Paver	TJ500361	HR
EQP	24	Paver 8ft	15.54033	Paver,Cat AP600F 8FT 2017	2017 Cat AP600F Paver	AP600150	HR
EQP	25	Paver 10ft	15.54035	Paver,Roadtec RP190E 2016	2016 Roadtec RP190E	4048	HR

EQP	25	Paver 10ft	15.54038	Paver, Cat AP1055F 2019	2019 Cat AP1055F	TJ500864	HR
EQP	25	Paver 10ft	15.54039	Paver, Cat AB1055F 2019	2019 Cat AB1055F	TJ500914	HR
EQP	25	Paver 10ft	15.54041	Paver, Roadtec RP190 2017 10ft	2017 Roadtec RP190 10ft	4086	HR
EQP	25	Paver 10ft	15.54042	Paver, Weiler P385B 2018	2018 Weiler P385B	P385B-2485	HR
EQP	25	Paver 10ft	15.54046	Paver, Cat AP1055F 2020	2020 Cat AP1055F Paver	TJ501125	HR
EQP	24	Paver 8ft	15.54047	Paver, Roadtec 8ft 2020	2020 RP170E	4096	HR
EQP	24	Paver 8ft	15.54048	Paver, CAT 8ft 2020	2020 AP655F	MH600544	HR
EQP	24	Paver 8ft	15.54049	Paver, Roadtec 8ft 2021	2021 Roadtec Paver	4075	HR
EQP	25	Paver 10ft	15.54050	Paver, Cat 10FT 2021	2021 CAT Paver 10FT	TJ501279	HR
EQP	25	Paver 10ft	15.54051	Paver, Cat AP1055F 2021	2021 CAT Paver	TJ501434	HR
EQP	24	Paver 8ft	15.54052	Paver, Weiler 8' 2020	2020 Weiler 8' Paver	1W90P385VLB003233	HR
EQP	25	Paver 10ft	15.54053	Paver, Cat AP1055F 2021	2021 CAT Paver	TJ501531	HR
EQP	25	Paver 10ft	15.54054	Paver, Cat AP1055F 2021	2021 CAT Paver	TJ501437	HR
EQP	24	Paver 8ft	15.54055	Paver, Cat AP655F 8ft 2021	2021 CAT Paver	MH600658	HR
EQP	25	Paver 10ft	15.54058	Paver, Cat AP1000F 10ft 2020	2020 CAT AP1000F Paver	CATAP100HAC400526	HR
EQP	24	Paver 8ft	15.54059	Paver, Cat AP600F 8ft 2020	2020 CAT AP600F Paver	CATAP600CAP600225	HR
EQP	25	Paver 10ft	15.54061	Paver, Cat AP1055F 10ft 2022	2022 CAT AP1055F Paver	F7T00100	HR
EQP	25	Paver 10ft	15.54062	RPO Paver,Cat AP1055F 10FT 21	RPO 2021 AP1055F CAT Pave	CATAP105CTJ501196	HR
EQP	25	Paver 10ft	15.54063	RPO Paver,Cat AP1055F 10FT 23	RPO 2023 AP1055F CAT Pave	F7T00156	HR
EQP	24	Paver 8ft	15.54064	RPO Paver,Cat AP655 8FT 23	RPO 2023 AP655 CAT Paver	R6600150	HR
EQP	25	Paver 10ft	15.54065	RPO Paver,Vogele 2000-3i 22	RPO 2022 Vogele Super2000	1174.0355	HR
EQP	L	Aggregate Equipment	15.55003	Spreader, Shoulder W530 2008	2008 W530 Shoulder Spread	W1022	HR
EQP	L	Aggregate Equipment	15.55004	Spreader, Shoulder W530 2008	2008 W530 Shoulder Spread	W1025	HR
EQP	L	Aggregate Equipment	15.55005	Spreader, Shoulder W-420 2010	2010 Weiler Shoulder	1028	HR
EQP	L	Aggregate Equipment	15.55006	Spreader, FH 2018	2018 Road Widener FH	181205	HR
EQP	L	Aggregate Equipment	15.55007	Spreader, Midland SW 1993	1993 Midland SW Widener	SW 169	HR
EQP	L	Aggregate Equipment	15.55008	Spreader, Weiler W430A 2022	Weiler W430A	W1423	HR
EQP	O	Road Maintenance Equipmen	15.56003	Mixer, Cat RM250 2002	2002 Cat RM250 Mixer	AWG00274	HR
EQP	L	Aggregate Equipment	15.56009	Milling Head, Cat PC250 2006	2006 Cat Milling Head	GDP-06-342	HR
EQP	O	Road Maintenance Equipmen	15.56010	Mixer, Cat RM300 Reclaim 2006	Cat RM300 Mixer/Reclaimer	BWR00239	HR
EQP	O	Road Maintenance Equipmen	15.56013	Mixer, Cat RM300 /Reclaim 2005	Cat RM300 Mixer/Reclaimer	BWR00205	HR
EQP	L	Aggregate Equipment	15.56016	Milling Machine,Wirtgen 2015	Wirtgen W210 Milling Mach	1520.101	HR
EQP	O	Road Maintenance Equipmen	15.56017	Mixer, Rex HDS 1987	1987 Rex HDS Mixer	HK1475	HR
EQP	L	Aggregate Equipment	15.56018	Auction Milling Head, Cat 2004	2004 Cat Milling Head		HR
EQP	L	Aggregate Equipment	15.56019	Milling Head, Cat 2018	2018 Cat Milling Head	HFP00757	HR
EQP	O	Road Maintenance Equipmen	15.56020	Mixer, Bomag 1000 1990	1990 Bomag 1000 Mixer	85893	HR
EQP	L	Aggregate Equipment	15.56022	Milling Machine, CAT PM822 18	2018 CAT PM822	CATPM822KSL800122	HR
EQP	L	Aggregate Equipment	15.56023	Milling Head, Cat 2018	2018 Cat Milling Head	ERC00286	HR
EQP	L	Aggregate Equipment	15.56024	Milling Head, Cat PC310B 2020	2020 CAT PC310B	LZP00823	HR
EQP	L	Aggregate Equipment	15.56025	Milling Head, Cat PC310 2020	2020 CAT PC310	0GPW00230	HR
EQP	L	Aggregate Equipment	15.56026	Milling Machine, CAT PM822 21	2021 CAT PM822	EE200301	HR
EQP	L	Aggregate Equipment	15.56027	Milling Head, Cat PC310 2021	2021 CAT PC310B	TBD-WLD	HR
EQP	L	Aggregate Equipment	15.56028	Milling Head, Cat PC310B 2017	2017 Cat Milling Head PC3	LZP003792	HR
EQP	L	Aggregate Equipment	15.56029	Milling Head, Bobcat	Bobcat Milling Head	CNV-TITAN	HR
EQP	L	Aggregate Equipment	15.56030	Milling Machine, Wirtgen 2022	2022 Wirtgen W210Fi Milli	2320.0436	HR
EQP	L	Aggregate Equipment	15.56031	RPO Milling Machine,Wirtgen 22	RPO 2022 Wirtgen W210FiMi	2320.0607	HR
EQP	L	Aggregate Equipment	15.56032	Milling Head, Cat PC306B 2019	2019 Cat Milling Head	PWZ00160	HR
EQP	L	Aggregate Equipment	15.56033	Milling Head, Cat PC306B 2022	2022 Cat Milling Head	ERC01135	HR
EQP	O	Road Maintenance Equipmen	15.57015	Broom, LB/Rosco Sweep Pro 2004	2004 LB/Rosco Sweep Pro B	41077	HR
EQP	O	Road Maintenance Equipmen	15.57023	Broom, LB/Rosco Sweep Pro 2006	2006 LB/Rosco Sweep Pro B	45012	HR
EQP	O	Road Maintenance Equipmen	15.57041	Broom, LB/Rosco Sweep Pro 2010	2010 LB/Rosco Sweep Pro B	60378	HR
EQP	O	Road Maintenance Equipmen	15.57047	Broom, LB/Rosco Sweep Pro 2010	2010 LB/Rosco Sweep Pro B	65468	HR
EQP	O	Road Maintenance Equipmen	15.57048	Broom, Roadtec FB100 2015	2015 Roadtec FB100 S/N100	FB100100X2006	HR
EQP	O	Road Maintenance Equipmen	15.57050	Broom, Leeboy Sweep Pro 2016	2016 Leeboy Sweep Pro Bro	135313	HR
EQP	O	Road Maintenance Equipmen	15.57051	Broom,Rosco Sweep Pro 2016	2016 Rosco Sweep Pro Broo	132054	HR
EQP	O	Road Maintenance Equipmen	15.57052	Broom, Leeboy Sweep Pro 2018	2018 Leeboy Sweep Pro Bro	192266	HR
EQP	O	Road Maintenance Equipmen	15.57053	Broom, Leeboy Sweep Pro 2018	2018 Leeboy Sweep Pro Bro	192626	HR
EQP	O	Road Maintenance Equipmen	15.57054	Broom, Broce 8300A 2008	2008 Broce Broom	405835	HR
EQP	O	Road Maintenance Equipmen	15.57055	Broom, Broce KR350 2013	2013 Broce KR350 Broom	408300	HR
EQP	Z	Miscellaneous Equipment	15.57056	Broom, Maya Pickup Broom 2018	2018 Maya Pick Up Broom		HR
EQP	O	Road Maintenance Equipmen	15.57058	Broom, LayMor 8HC 2006	2006 LayMor 8HC Broom	31699	HR
EQP	O	Road Maintenance Equipmen	15.57059	Broom, Kubota MX5200 2014	2014 Kubota MX5200 Sweepe	10276	HR
EQP	O	Road Maintenance Equipmen	15.57060	Broom, Ferguson 4607M 2018	2018 Ferguson 4607M	M46070JJM73801	HR
EQP	O	Road Maintenance Equipmen	15.57061	Broom, Superior SM74CZS 2020	2020 Superior Broom 400	921707	HR
EQP	O	Road Maintenance Equipmen	15.57062	Broom, Superior SM74CZS 2020	2020 Superior Broom	921706	HR
EQP	O	Road Maintenance Equipmen	15.57063	Broom, Rosco NV55 2020	2020 Rosco NV55 Broom	269298	HR
EQP	O	Road Maintenance Equipmen	15.57064	Broom, MasseyFerguson 4607M 21	2021 Massey Ferguson 4607	M46070LJM73501	HR
EQP	O	Road Maintenance Equipmen	15.57065	Broom, MasseyFerguson 4607M 21	2021 Massey Ferguson 4607	M46070LJM73401	HR
EQP	O	Road Maintenance Equipmen	15.57066	Broom, Superior SM74CZS 2021	2021 Superior Broom	921704	HR
EQP	O	Road Maintenance Equipmen	15.57067	Broom, Rosco NV55 2021	2021 Rosco NV55 Broom	300211	HR
EQP	Z	Miscellaneous Equipment	15.57068	Broom, Sweepster Attachment	Sweepster Broom Attachmen	CNV	HR
EQP	O	Road Maintenance Equipmen	15.57069	Broom, Smith Ch SCM400, 2021	2021 SCM400 2021	SCM2008	HR
EQP	O	Road Maintenance Equipmen	15.57070	Broom, Smith Ch SCM400, 2021	2021 SCM400 2021	SCM2009	HR
EQP	O	Road Maintenance Equipmen	15.57071	Broom, Laymor SM300 2014	2014 Laymor SM300	34910	HR

EQP	O	Road Maintenance Equipmen	15.57072	Broom, Laymor SM300 2013	2013 Laymor SM300	34603	HR
EQP	C	Agricultural Tractors	15.57073	Broom, Broce KR350 2017	2017 Broce KR350 Broom	410060	HR
EQP	O	Road Maintenance Equipmen	15.57074	Broom, LeeBoy Sweep Pro 2017	2017 LeeBoy Sweep Pro Bro	156189	HR
EQP	O	Road Maintenance Equipmen	15.57075	Broom, Rosco 4820SweepPro 2004	2004 Rosco 4820 SweepPro	42027	HR
EQP	Z	Miscellaneous Equipment	15.57077	Broom, Sweepster JD BR84C 2019	19 Sweepster Broom Attach	1T0BR84CVK0000071	HR
EQP	O	Road Maintenance Equipmen	15.57078	Broom, SweepPro II 2019	2019 LeeBoy Sweep Pro	236631	HR
EQP	O	Road Maintenance Equipmen	15.57079	Broom, SweepPro II 2020	2020 LeeBoy Sweep Pro	242082	HR
EQP	O	Road Maintenance Equipmen	15.57080	Broom, MasseyFerguson 4607M 21	2021 Massey Ferguson 4607	M46070MJM71902	HR
EQP	O	Road Maintenance Equipmen	15.57081	Broom, Superior SM74CZS 22	2022 Superior Broom	922799	HR
EQP	O	Road Maintenance Equipmen	15.57082	Broom, Superior SM74CZS 2022	2022 Superior Broom	921715	HR
EQP	O	Road Maintenance Equipmen	15.57083	Broom, Superior SM74CZS 2022	2022 Superior Broom	921705	HR
EQP	O	Road Maintenance Equipmen	15.57084	Broom, Rosco SweepPro II 2021	2021 Rosco SweepPro II Br	227293	HR
EQP	O	Road Maintenance Equipmen	15.57085	Broom, Leeboy RB50A 2021	2021 Leeboy RB50A Broom	239763	HR
EQP	O	Road Maintenance Equipmen	15.57086	RPO Broom, MasseyFergu 4607 23	RPO 2023 Massey Broom 460	AG3M4607ONJM7072	HR
EQP	O	Road Maintenance Equipmen	15.57087	RPO Broom, Broce MK1 2022	RPO 2022 Broce MK1 Broom	500238	HR
EQP	O	Road Maintenance Equipmen	15.58002	Spreader, Base Ulrich 1964	1964 Ulrich Base Spreader	1815146	HR
EQP	Z	Miscellaneous Equipment	15.59001	Harrow, Rome Offset Disk	Rome Offset Disk Harrow		HR
EQP	Z	Miscellaneous Equipment	15.59002	Harrow, Rome TRH 1430 Disk 77B	Rome TRH 1430 Disk Harrow		HR
EQP	Z	Miscellaneous Equipment	15.59003	Harrow, Rome TRH 2030 Disk1509	Rome TRH 2030 Disk Harrow		HR
EQP	Y	Forestry Equipment	15.59004	Chopper, Marden S-8	Marden S-8 Chopper		HR
EQP	Y	Forestry Equipment	15.59011	Chopper, Marden B7GK offset	Marden B7GK Chopper Offse		HR
EQP	Z	Miscellaneous Equipment	15.59018	Rake, Fleco 6A Rock & Root	Fleco DA Rock & Root Rake		HR
EQP	Z	Miscellaneous Equipment	15.59020	Fire Fan, Fleco	Fleco Fire Fan		HR
EQP	Z	Miscellaneous Equipment	15.59035	Blower, Air Curtain w/trailer	Air Curtain Blower w/trai		HR
EQP	Z	Miscellaneous Equipment	15.59037	Buffalo Blower	BTCK84 Buffalo Blower	25748	HR
EQP	Z	Miscellaneous Equipment	15.59038	Buffalo Blower	BTCK84 Blower	25294	HR
EQP	C	Agricultural Tractors	15.59039	Buffalo Turbine 2020	2002 CTCKB3SQ Blower	31749	HR
EQP	Z	Miscellaneous Equipment	15.59040	Blower, Air Curtain	2005 New Concepts CP-200-	NA-GOLIATH1	HR
EQP	I	Excavation Equipment	15.60008	Cat H55DSHMR Hyd Hammer 2009	Cat H55DSHMR Hyd. Hammer,	BWM02651	HR
EQP	W	Pumps	15.61009	Pump, Jet Thompson 4"	Thompson 4" Jet	4J147	HR
EQP	U	Trenchers	15.61013	Trench Box, 6X20		N/A	HR
EQP	U	Trenchers	15.61014	Trench Box, 8X20			HR
EQP	U	Trenchers	15.61015	Trench Box,10X20		NA	HR
EQP	U	Trenchers	15.61016	Trench Box 10'X20'			HR
EQP	Z	Miscellaneous Equipment	15.61017	Manhole Box 10'X10'			HR
EQP	W	Pumps	15.61020	6" Vacuum Asst Trash Pump	6" Thompson Pump	V519	HR
EQP	W	Pumps	15.61021	6" Vacuum Asst Trash Pump	6" Thompson Pump	6TSV205	HR
EQP	W	Pumps	15.61023	RB Auction Pump, Thompson 6"	6" Thompson Hydraulic Pu	6TSV61	HR
EQP	W	Pumps	15.61026	Pump, Holland Hydraulic 12"	12" Holland Hydraulic Pum	820453	HR
EQP	W	Pumps	15.61030	Pump, Thompson Vacuum 8"	8" Thompson Vacuum Pump	PE4045D42540	HR
EQP	W	Pumps	15.61034	Pump, Vacuum Well Point 6"	6" Vacuum Well Point Pump	6VW047	HR
EQP	W	Pumps	15.61035	Pump, Hydraulic Mac 6"	6" Hydraulic Mac Pump	411	HR
EQP	Z	Miscellaneous Equipment	15.61037	Burchland Silt Fence Machine	2017 Burchland 84" Offset	917674	HR
EQP	W	Pumps	15.61039	RB Auction Pump, Holland 6"	2007 6" New Holland Pump	H2S-D-646	HR
EQP	Z	Miscellaneous Equipment	15.61040	Pressure Washer, Honda 4000	Honda 4000 PSI	EZ4040G	HR
EQP	Z	Miscellaneous Equipment	15.61041	Wacker, Vibratory Tamp 2013	2019 Tamp	10284956	HR
EQP	Z	Miscellaneous Equipment	15.61042	RB Auction Pump, Holland 12"	2002 Hew Holland Pump 12"	H-12TA-5090	HR
EQP	Z	Miscellaneous Equipment	15.61043	Champion Model 1000	Champion Model 1000	3617300341	HR
EQP	Z	Miscellaneous Equipment	15.61044	Hobart Welder 2000	Hobart Welder 2000	L3370072H	HR
EQP	Z	Miscellaneous Equipment	15.61045	North Star Power 2012	North Star Power 2012		HR
EQP	Z	Miscellaneous Equipment	15.61046	Bobcat Hydraulic Clamp 2012	Bobcat Hydraulic Clamp 20	AJBV02061	HR
EQP	Z	Miscellaneous Equipment	15.61047	Nissan CPF02A20V 1985	Nissan CPF02A20V 1985	CPF02-024679	HR
EQP	Z	Miscellaneous Equipment	15.61048	Forklift, Toyota 7FGU30 2005	2005 Toyota 7FGU20 Forkli	60068	HR
EQP	W	Pumps	15.61049	Pump, Thompson Well Point 12"	12" Thompson Well Point P	PE4045T655503	HR
EQP	W	Pumps	15.61050	Pump, Thompson Jet Pump 6"	6" Thompson Jet Pump	6J-394	HR
EQP	Z	Miscellaneous Equipment	15.61051	Pressure Washer, Nilfisk 200KG		1N9BU1112LFBU1019	HR
EQP	Z	Miscellaneous Equipment	15.61052	Pressure Washer, Simpson		1F9FT0717LK451227	HR
EQP	W	Pumps	15.61053	RB Auction Pump, Holland 8"	2018 8" New Holland Pump	D8S-4045T-1401	HR
EQP	Z	Miscellaneous Equipment	15.61054	Manhole Box 8'X20'		941-8453A	HR
EQP	Z	Miscellaneous Equipment	15.61055	Manhole Box 8'X20'		941-8453B	HR
EQP	Z	Miscellaneous Equipment	15.61056	Manhole Box 8'X20' 2006			HR
EQP	Z	Miscellaneous Equipment	15.61057	Manhole Box 8'X20' 2006			HR
EQP	Z	Miscellaneous Equipment	15.61058	Manhole Box 8'X20' 2006			HR
EQP	Z	Miscellaneous Equipment	15.61059	7 Yds Bedding Box		941-9707	HR
EQP	Z	Miscellaneous Equipment	15.61060	Manhole Box 8'X 8'		18953	HR
EQP	Z	Miscellaneous Equipment	15.61061	Trench Shield Speed Shore 8x20		U206011S	HR
EQP	Z	Miscellaneous Equipment	15.61062	Trench Shield Speed Shore 8x20		U206415S	HR
EQP	Z	Miscellaneous Equipment	15.61063	Trench Shield 6x16x6 1998		98081300F	HR
EQP	Z	Miscellaneous Equipment	15.61064	Trench Shield 8x16 Speed Shore	2017 Speed Shore	U176943S	HR
EQP	Z	Miscellaneous Equipment	15.61065	Trench Shield 8x20 Speed Shore	2020 Speed Shore	U206012S	HR
EQP	Z	Miscellaneous Equipment	15.61066	Challenger Lift, 2021	2021 Challenger Lifts 440	210700000310000	HR
EQP	Z	Miscellaneous Equipment	15.61067	Truck Scales	Optima Axle Truck Scale		HR
EQP	Z	Miscellaneous Equipment	15.61068	Water Tank, 4800 Gallon 2002	2002 4800 Gallon wAter Ta		HR
EQP	Z	Miscellaneous Equipment	15.62002	Lab Trailer, Williams 8x36 '87	1987 Williams 8x36 Lab Tr	CC73387	HR

EQP	Z	Miscellaneous Equipment	15.62003	Office Trlr, Acton 10x40 '91	1991 Acton 10x40 Office T	1918818	HR
EQP	Z	Miscellaneous Equipment	15.62004	Office Trlr, Williams 10x40 00	2000 Williams 10x40 Offic	TBL1047	HR
EQP	Z	Miscellaneous Equipment	15.62008	Storage Cont, 40FT 2018	2018 40FT Storage Contain	ARTU5035352	HR
EQP	Z	Miscellaneous Equipment	15.62009	Storage Cont, 40FT 2018	2018 40FT Storage Contain	FLXU9062416	HR
EQP	Z	Miscellaneous Equipment	15.62010	Storage Cont, 40FT 2018	2018 40FT Storage Contain	FXLU9062910	HR
EQP	Z	Miscellaneous Equipment	15.62011	Storage Cont, 20FT 2020	2020 20FT Storage Contain	FXLU1822615	HR
EQP	Z	Miscellaneous Equipment	15.62012	Storage Cont, 20FT 2020	2020 20FT Storage Contain	FXLU1803955	HR
EQP	Z	Miscellaneous Equipment	15.62013	Storage Cont, Ningo 40FT 2003	2003 Ningbo Xinhuachang 4	FSCU4325430	HR
EQP	Z	Miscellaneous Equipment	15.63016	Level, LCA-TC805L	LCA-TC805L Level	503688	HR
EQP	Z	Miscellaneous Equipment	15.63040	RM 606 Prism	Prism, RM 606	15423467	HR
EQP	Z	Miscellaneous Equipment	15.63041	Georadio 600	600 Georadio	10215339	HR
EQP	Z	Miscellaneous Equipment	15.63042	5600 Super Charger Kit	Super Charger Kit 5600	736146	HR
EQP	Z	Miscellaneous Equipment	15.63043	SV170 Display (FRU)	Display SV170 (FRU)	4409B32284	HR
EQP	L	Aggregate Equipment	15.63047	2012 Accugrade GPS Kit-Trimble	attached to EQ. 15.45029	C02577	HR
EQP	O	Road Maintenance Equipmen	15.64003	Arrow Board, Flashing (solar)	Flashing Arrow Board (sol	079208W	HR
EQP	T	Lift Trucks	15.65001	Forklift, Komatsu FG15H 1996	1996 Komatsu FG15H Forkli	80868	HR
EQP	I	Excavation Equipment	15.65005	Landscape Tiller, CatLT13 1999	1999 Cat LT13 Landscape T	AAS00299	HR
EQP	Z	Miscellaneous Equipment	15.65013	Gravel Bedding Box	Box, Gravel Bedding		HR
EQP	O	Road Maintenance Equipmen	15.65018	Spreader Box, Tucker	Tucker Spreading Box	8232	HR
EQP	Z	Miscellaneous Equipment	15.65020	Clam Shell Bucket 1/2 yd	Clam Shell BUcket 1/2 yd		HR
EQP	L	Aggregate Equipment	15.65021	Crusher, Concrete NPK 618A	NPK 618A Concrete Crusher	56134	HR
EQP	V	Generator Sets	15.65024	Generator, Cat 58kw	Cat 58kw Generator	2033118	HR
EQP	Z	Miscellaneous Equipment	15.65026	Rolling Straight Edge, Cline	Cline Rolling Straight Ed		HR
EQP	F	Skid Steer Loaders	15.65034	Tractor, Caterpillar 236B 2007	2007 Caterpillar 236B	HEN05918	HR
EQP	F	Skid Steer Loaders	15.65038	Tractor, CAT 236B 2007	2007 Caterpillar 236B	HEN07204	HR
EQP	F	Skid Steer Loaders	15.65041	Tractor, Caterpillar 236B 2007	2007 Caterpillar 236B	HEN07328	HR
EQP	Z	Miscellaneous Equipment	15.65080	Rolloff Container, 20cy Capaci	20cy Rolloff Container		HR
EQP	M	Asphalt Equipment	15.65088	Shuttle Buggy, MTV100E 2016	2016 Roadtec MTV100E	4008	HR
EQP	O	Road Maintenance Equipmen	15.65090	Broom, BA18HYD Cat 2008	2008 BA18HYD Cat Broom	ANZ02434	HR
EQP	M	Asphalt Equipment	15.65093	Shuttle Buggy, Roadtec 2009	2009 Roadtec Shuttle Bugg	MTV-1000D147	HR
EQP	F	Skid Steer Loaders	15.65098	Tractor, Cat 277B MTL 2008	2008 Cat 277B MTL Track L	JWF01730	HR
EQP	J	Off-Highway Trucks	15.65101	Water Wagon, Cat 613C 1994	1994 Cat 613C Water Wagon	8LJ00861	HR
EQP	J	Off-Highway Trucks	15.65103	Water Wagon, Cat 613C 1995	1995 Cat 613C Water Wagon	8LJ01375	HR
EQP	83	Light Plant	15.65104	Lightsource Light Plant	Light Plant, Lightsource	314622UGK789	HR
EQP	83	Light Plant	15.65105	Lightsource Light Plant	Light Plant, Lightsource	314627UGK789	HR
EQP	Z	Miscellaneous Equipment	15.65107	MM515 Mity Mite Pipe Puller	Puller, Mity Mite MM515 P		HR
EQP	F	Skid Steer Loaders	15.65112	Tractor,Cat 297D2 MTL 2017	2017 Cat 297D2 MTL	BL700275	HR
EQP	Z	Miscellaneous Equipment	15.65116	Blower - Buffalo BTCKB4		23145	HR
EQP	M	Asphalt Equipment	15.65117	Shuttle Buggy,Roadtec 1000D 14	2014 Roadtec 1000D MTV	MTV1000DX170	HR
EQP	Z	Miscellaneous Equipment	15.65118	Buffalo KB4 Blower		23644	HR
EQP	F	Skid Steer Loaders	15.65119	Tractor, CAT 297DHF 2015	2015 CAT 297DHF MTL	BL700232	HR
EQP	83	Light Plant	15.65120	Light Tower	2012 PRO Light	1262PRO2V12	HR
EQP	83	Light Plant	15.65122	Light Tower	2012 PRO II Light	1191PRO2V12	HR
EQP	83	Light Plant	15.65123	Light Tower	2012 PRO II Light	1254PRO2V12	HR
EQP	83	Light Plant	15.65124	Light Tower	2015 PROII LT	0201PR02V14	HR
EQP	83	Light Plant	15.65125	Light Tower	2015 RPOII LT	0001PR02V13	HR
EQP	83	Light Plant	15.65126	Light Tower	2015 PROII LT	0209PR02V14	HR
EQP	83	Light Plant	15.65127	Light Tower	2015 PROII LT	0202PR02V14	HR
EQP	83	Light Plant	15.65128	Light Tower	2013 PRO II Allmand	0012PR02V13	HR
EQP	83	Light Plant	15.65129	Light Tower	2014 PRO II Allmand	0204PRO2V14	HR
EQP	83	Light Plant	15.65130	Light Tower	2014 PRO II Light	1423PRO2V14	HR
EQP	83	Light Plant	15.65131	Light Tower	2014 PRO II Light	1426PRO2V14	HR
EQP	Z	Miscellaneous Equipment	15.65132	Telescopic Boom Lift	Genie S-40	S4003-7303	HR
EQP	Z	Miscellaneous Equipment	15.65133	Telescopic Boom Lift	Genie S65 DSL	S65-26414	HR
EQP	Z	Miscellaneous Equipment	15.65134	Telescopic Boom Lift	Genie S65 DSL 2016	S65-35234	HR
EQP	X	Air Compressors	15.65135	Compressor, 2016 Sullair	2016 Air Compressor	201602120041	HR
EQP	V	Generator Sets	15.65136	Generator, CAT 100kW	2012 CAT Generator	D4D02554	HR
EQP	83	Light Plant	15.65138	Light Tower		1109474	HR
EQP	Z	Miscellaneous Equipment	15.65139	Telescopic Boom Lift 2007	JLG 400S 2007	300116985	HR
EQP	X	Air Compressors	15.65140	Compressor, Ingersoll 2002	2002 Air Compressor	181612090317	HR
EQP	F	Skid Steer Loaders	15.65141	Tractor, Cat 272C 2011	2011 Cat 272C MTL	0272CKRD02322	HR
EQP	F	Skid Steer Loaders	15.65142	Tractor, Cat 299D2 2018	2018 Cat 299D2 MTL	JFD203610	HR
EQP	83	Light Plant	15.65143	Light Tower		1109476	HR
EQP	F	Skid Steer Loaders	15.65144	GCT Tractor, Cat 226D 2015	2015 Cat 226D MTL	CAT0226DHHRD1130	HR
EQP	Z	Miscellaneous Equipment	15.65145	GCT, Lull/Forklift, Cat 2002	2002 Cat Lull/Forklift	CAT0TH63V5WM08045	HR
EQP	Z	Miscellaneous Equipment	15.65147	UTV, JD Gator 2019	2019 JD Gator	1M0560EACKM021551	HR
EQP	Z	Miscellaneous Equipment	15.65148	Timble GPS Base Station	Base Station		HR
EQP	Z	Miscellaneous Equipment	15.65149	Fuel Master OKE	OKE Fuel Master		HR
EQP	Z	Miscellaneous Equipment	15.65150	Nuclear Power Density Gauge	Nuclear Power Density Gau		HR
EQP	Z	Miscellaneous Equipment	15.65151	Power Density Gauge	Power Density Gauge		HR
EQP	F	Skid Steer Loaders	15.65152	Tractor, Cat 299D3 2019	2019 CAT 299D3 MTL	DY900770	HR
EQP	F	Skid Steer Loaders	15.65153	Tractor, Kubota SVL75 MTL 12	2012 Kubota MTL	11336	HR
EQP	F	Skid Steer Loaders	15.65154	Tractor, CAT 299D 2013	2013 CAT 299D MTL	0299DJHCL00797	HR
EQP	F	Skid Steer Loaders	15.65155	RB Auction Tractor, Kubota 16	2016 Kubota SV95 MTL	32807	HR

EQP	F	Skid Steer Loaders	15.65156	Tractor, Bobcat T590 T4 2017	2017 Bobcat T590 T4	ALJU22637	HR
EQP	F	Skid Steer Loaders	15.65157	Tractor, Bobcat T650 T4 2017	2017 Bobcat T650 T4	ALJG20184	HR
EQP	F	Skid Steer Loaders	15.65159	Tractor, CAT 289D 2019	2019 CAT 289D MTL	TAW10178	HR
EQP	O	Road Maintenance Equipmen	15.65160	Kubota MX5100F 2012	Kubota MX5100F 2012	14109	HR
EQP	F	Skid Steer Loaders	15.65161	Tractor, JD 325G 2019	2019 JD 325G MTL	1T0325GMEKJ356256	HR
EQP	F	Skid Steer Loaders	15.65162	Tractor, JD 333G 2019	2019 JD 333G MTL	1T0333GMCKF364069	HR
EQP	F	Skid Steer Loaders	15.65163	Tractor, CAT 299D 2020	2020 CAT 299D	DY901531	HR
EQP	F	Skid Steer Loaders	15.65164	Tractor,Bobcat S250 2008	2008 Bobcat S250	G396223	HR
EQP	M	Asphalt Equipment	15.65165	Shuttle Buggy, Roadtec 2010	2010 Roadtec 1000D	MTV1000DX154	HR
EQP	F	Skid Steer Loaders	15.65166	Tractor,JD 332G 2019	2019 JD 332G MTL	1T0332GMJJF340529	HR
EQP	83	Light Plant	15.65167	Light Tower		5AJLS1616AB003245	HR
EQP	83	Light Plant	15.65168	Light Tower		5AJLS1619AB003238	HR
EQP	Z	Miscellaneous Equipment	15.65169	Fuel Master PAL	PAL Fuel Master		HR
EQP	M	Asphalt Equipment	15.65170	Shuttle Buggy, Roadtec 2019	2019 Roadtec 1000E	4001	HR
EQP	Z	Miscellaneous Equipment	15.65173	Fuel Master PEN	PEN Fuel Master		HR
EQP	F	Skid Steer Loaders	15.65174	Tractor, CAT 299D3 2020	2020 CAT 299D3	DY901461	HR
EQP	Z	Miscellaneous Equipment	15.65175	Survey Equipment	PLC Survey Equipment		HR
EQP	F	Skid Steer Loaders	15.65176	Tractor, CAT 236D 2020	2020 CAT 236D	BGZ04934	HR
EQP	Z	Miscellaneous Equipment	15.65177	Fuel Master DEF	DEF Fuel Master		HR
EQP	Z	Miscellaneous Equipment	15.65178	Astec 271K Mobile Screen	Mobile Screen w JD engine	145866 / 143866	HR
EQP	F	Skid Steer Loaders	15.65179	Tractor, CAT 299D3XE 2020	2020 CAT 299D3XE and Cold	BX9020104	HR
EQP	F	Skid Steer Loaders	15.65180	Tractor, JD 318 2016	2016 JD 318	1T0318EJPFJ283638	HR
EQP	M	Asphalt Equipment	15.65181	Shuttle Buggy, Roadtec 2017	Roadtec MTV1100E	4005	HR
EQP	X	Air Compressors	15.65182	Compressor, Sullair SN5509	2020, Sulair Air Compress	202011210002	HR
EQP	M	Asphalt Equipment	15.65183	Shuttle Buggy, WeilerE1250B 21	Weiler E1250B 2021	1509	HR
EQP	Z	Miscellaneous Equipment	15.65184	GPS Base Station	Base Station		HR
EQP	F	Skid Steer Loaders	15.65185	Tractor, JD 333G 2021	2021 JD 333G MTL	1T0333GMPMF396378	HR
EQP	F	Skid Steer Loaders	15.65186	Tractor, JD 333G 2021	2021 JD 333G MTL	1T0333GMPMF395956	HR
EQP	F	Skid Steer Loaders	15.65187	Tractor, JD 333G 2021	2021 JD 333G MTL	1T0333GMPMF395955	HR
EQP	Z	Miscellaneous Equipment	15.65188	GCT, Telescopic Boom Lift	Genie S65 DSL 2021	S65-37419	HR
EQP	F	Skid Steer Loaders	15.65189	Tractor, Cat 299D3 2021	2021 CAT 299D3 MTL	DY904167	HR
EQP	X	Air Compressors	15.65190	Compressor, Atlas Copco 2021	2021 Atlas Copco Portable	4500A1012MR030795	HR
EQP	83	Light Plant	15.65191	Light Tower	2021 PRO II Light	08-003104	HR
EQP	83	Light Plant	15.65192	Light Tower	2021 PRO II Light	08-003112	HR
EQP	83	Light Plant	15.65193	Light Tower	2021 PRO II Light	08-003109	HR
EQP	F	Skid Steer Loaders	15.65194	Loader, John Deere 325G 2021	2021 John Deere 325G	1T0325GMVMJ395572	HR
EQP	F	Skid Steer Loaders	15.65195	Tractor, John Deere 325G 2019	2019 John Deere 325G	1T0325GMVXJ358485	HR
EQP	M	Asphalt Equipment	15.65196	Shuttle Buggy, Roadtec 1100 21	2021 Roadtec 1100 MTV	SN-4018	HR
EQP	F	Skid Steer Loaders	15.65197	Tractor, CAT 299D3XE 2021	2021 CAT 299D3XE	BX903226	HR
EQP	Z	Miscellaneous Equipment	15.65198	Light Tower	Magnum MLT6SK Tower	3002704170	HR
EQP	X	Air Compressors	15.65199	Compressor, Doonsan C185 2016	2016 Doosan C185WKUB Air	477321UFAAF08	HR
EQP	F	Skid Steer Loaders	15.65200	Tractor, CAT 289D 2019	2019 CAT 289D	CAT0289DLTAW12137	HR
EQP	F	Skid Steer Loaders	15.65201	Tractor, Bobcat T770 2021	2021 Bobcat T770	AT63309398	HR
EQP	F	Skid Steer Loaders	15.65202	Tractor, Bobcat T770 2017	2017 Bobcat T770	AT6313134	HR
EQP	83	Light Plant	15.65205	Light Tower	Grandwatt 4TN4000XD-1720	GW-00012152015-07	HR
EQP	83	Light Plant	15.65207	Light Tower	PRO II Light Tower	08-003091	HR
EQP	83	Light Plant	15.65208	Light Tower	2021 PRO II Light Tower	08-003110	HR
EQP	83	Light Plant	15.65209	Light Tower	2021 PRO II Light Tower	08-003097	HR
EQP	Z	Miscellaneous Equipment	15.65210	GME Trench Box	8x20 Trench Box		HR
EQP	Z	Miscellaneous Equipment	15.65211	Tri Rex Fall Protection Cart		3178	HR
EQP	Z	Miscellaneous Equipment	15.65212	Tri Rex Fall Protection Cart		3222	HR
EQP	Z	Miscellaneous Equipment	15.65213	Pipe Laser, 2018 AGL GL 3000			HR
EQP	Z	Miscellaneous Equipment	15.65214	Pipe Laser, 2018 AGL GL 3000		GX2819	HR
EQP	Z	Miscellaneous Equipment	15.65215	Trench Box, Speed Shore 8x10			HR
EQP	Z	Miscellaneous Equipment	15.65216	Asphalt Recycler, Heat Design	HDE MR75-T		HR
EQP	Z	Miscellaneous Equipment	15.65217	Asphalt Heater, HM 4-48 2017	2017 Asphalt Heater	1604098IR48C1M1-1308	HR
EQP	Z	Miscellaneous Equipment	15.65218	2019 Raptor Batwing Mower		85822	HR
EQP	Z	Miscellaneous Equipment	15.65219	2021 FODS Track Out Mats			HR
EQP	Z	Miscellaneous Equipment	15.65220	Pipe Taping Machine, 2019	2019 Transmate 3"-8"	501909401	HR
EQP	Z	Miscellaneous Equipment	15.65221	Air Curtain Blower, T300 2017	2017 Air Burners T300	T30FDN17697	HR
EQP	Z	Miscellaneous Equipment	15.65222	Sod Layer, Bobcat	Bobcat Sod Layer	679100608	HR
EQP	Z	Miscellaneous Equipment	15.65223	Straw Crimper, Brown BDH-750		5306	HR
EQP	Z	Miscellaneous Equipment	15.65224	Tiller Attachmnt, Bobcat 76		55106290	HR
EQP	Z	Miscellaneous Equipment	15.65225	Straw Mulcher, Agri Metal 97	1997 Agri Metal HP PTO L/	18341	HR
EQP	Z	Miscellaneous Equipment	15.65226	Leveling Disk, JD 637 2002		CNV-TITAN2	HR
EQP	Z	Miscellaneous Equipment	15.65227	Mulcher Atchmnt, Denis DAF 15	2015 Denis DAF180D	1501FB134	HR
EQP	Z	Miscellaneous Equipment	15.65228	Offset Disk, Tome TRW-20-S 18	2018 Rome TRW 20-S	10TRW-61S	HR
EQP	Z	Miscellaneous Equipment	15.65229	UTV, Cub Cadet Challenger 16	2016 Cub Cadet Chlnger 75	1212	HR
EQP	Z	Miscellaneous Equipment	15.65230	Blower Attachment, Buffalo 21		34369	HR
EQP	F	Skid Steer Loaders	15.65231	Tractor, John Deere 331G 2021	2021 John Deere 331G	1T0331GMEMF410070	HR
EQP	F	Skid Steer Loaders	15.65232	Tractor, CAT 299D3 2021	2021 CAT 299D3	BX903391	HR
EQP	Z	Miscellaneous Equipment	15.65233	Asphalt Heater Box		TBD UPON PURCHASE	HR
EQP	Z	Miscellaneous Equipment	15.65234	Pipe Laser, TP-L6AV 2021		P5000156	HR
EQP	F	Skid Steer Loaders	15.65235	Tractor, Bobcat T300 2007	2007 Bobcat T300 Track Lo	532015605	HR

EQP	F	Skid Steer Loaders	15.65238	Tractor, John Deere 331G 2017	2017 John Deer 331G Loade	1T0331GMCHF316455	HR
EQP	F	Skid Steer Loaders	15.65239	Tractor, John Deere 331G 2018	2018 John Deer 331G Loade	1T0331GKLJF334695	HR
EQP	F	Skid Steer Loaders	15.65240	Tractor, John Deere 331G 2018	2018 John Deer 331G Loade	1T0331GMCJF325386	HR
EQP	M	Asphalt Equipment	15.65243	Shuttle Buggy, Weiler 2018	2018 Weiler Shuttle Buggy	1W9E1250KJB001209	HR
EQP	V	Generator Sets	15.65244	Generator, MCII 60kw 2002	2002 MCII 60kw Generator	HX62925	HR
EQP	V	Generator Sets	15.65245	Generator, MCII 60kw 2002	2002 MCII 60kw Generator	HX62569	HR
EQP	V	Generator Sets	15.65246	Generator, MCII 60kw 2010	2010 MCII 60kw Generator	HX70225	HR
EQP	V	Generator Sets	15.65247	Generator, MCII 60kw 2010	2010 MCII 60kw Generator	HX70250	HR
EQP	V	Generator Sets	15.65248	Generator, TA 100kw 2012	2012 TA 100kw Generator		HR
EQP	W	Pumps	15.65251	Pump, Thompson Vacuum Asst 8"	8" Thompson Vacuum Assist	8V118	HR
EQP	W	Pumps	15.65252	Pump, Thompson Hydraulic 6"	6" Thompson Hydraulic Pum	35HPU243	HR
EQP	W	Pumps	15.65256	Pump, Thompson Enviroprime 6"	6" Thompson Enviroprime P	6TSC259	HR
EQP	W	Pumps	15.65259	Pump, Thompson Trailer Mtd 6"	6" Thompson Trailer Mtd P	6JSCF240	HR
EQP	W	Pumps	15.65261	Pump, Thompson Portable 8"	8" Thompson Portable Pump	12JSCG193	HR
EQP	W	Pumps	15.65262	Pump, Pioneer Trailer Mtd 6"	6" Pioneer Trailer Mtd Pu	P6C00TE42	HR
EQP	Z	Miscellaneous Equipment	15.65263	Conveyor, Custom Stationary	Custom Stationary Conveyo		HR
EQP	2	Pickup Trucks	15.65264	Bucket Truck, Ford F700 1991	1991 Ford F700 w/ 91 Alte	1FDWK74P7MVA22120	HR
EQP	Z	Miscellaneous Equipment	15.65265	Mower, John Deere Z915E 2021	2021 John Deere Z915E Mow	1TC915ECLMT092230	HR
EQP	Z	Miscellaneous Equipment	15.65266	Sod Installer, KWMI Ride-On	2021 KWMI RideOn Sod Inst		HR
EQP	Z	Miscellaneous Equipment	15.65268	Telehandler, Cat TH83 1999	1999 Cat TH83 Telehandler	3RN02022	HR
EQP	O	Road Maintenance Equipmen	15.65269	Mixer, Cat RM250C Reclaim 2003	Cat RM250C Mixer/Reclaime	CATRM250TAWG00290	HR
EQP	Z	Miscellaneous Equipment	15.65270	Gator, John Deere ATV 2019	2019 JD Side by Side Gato	1M0590MBTKM020816	HR
EQP	Z	Miscellaneous Equipment	15.65271	Gator, John Deere ATV 2020	2020 JD Side by Side Gato	1M0590MBELM030289	HR
EQP	83	Light Plant	15.65272	Light Tower	2011 PRO II Allmand	0609PR011	HR
EQP	Z	Miscellaneous Equipment	15.65273	Mower, John Deere Z930M 2019	2019 John Deere Z930M Mow	1TC930MVPJT070084	HR
EQP	Z	Miscellaneous Equipment	15.65274	Mower, John Deere Z820A 2009	2009 John Deere Z820A Mow	TC820AG010186	HR
EQP	83	Light Plant	15.65275	Light Tower	2012 PRO II Allmand	3531PR0212	HR
EQP	83	Light Plant	15.65276	Light Tower	2011 Magnum MLT3060M Towe	1103218	HR
EQP	83	Light Plant	15.65277	Light Tower	2013 Magnum MLT3060K Towe	1302948	HR
EQP	83	Light Plant	15.65278	Light Tower	2014 Magnum MLT3060M Towe	1414579	HR
EQP	83	Light Plant	15.65279	Light Tower	2020 Generac MLTSMDS Towe	3006863279	HR
EQP	83	Light Plant	15.65280	Light Tower	2020 Generac MLT6SMDS Tow	3006863289	HR
EQP	83	Light Plant	15.65281	Light Tower	2006 Terex RL4060D1-4MH T	GUF25578	HR
EQP	83	Light Plant	15.65282	Light Tower	2006 Terex RL4060D1-4MH T	GUF25575	HR
EQP	Z	Miscellaneous Equipment	15.65283	Gator, John Deere XUV 2007	2020 JD XUV 620I 4x4 Gato	M0XUVGX010781	HR
EQP	F	Skid Steer Loaders	15.65284	Tractor, John Deere 325G 2019	2019 John Deer 325G Loade	1T0325GMJKJ356359	HR
EQP	Z	Miscellaneous Equipment	15.65285	Radar, Radiodetection Grid Pen	Radiodetection Grid Radar	7508561001	HR
EQP	Z	Miscellaneous Equipment	15.65286	ATV, Yamaha Viking 2015	2015 Yamaha Viking 4x4 AT	5Y4AM82Y3FA101103	HR
EQP	O	Road Maintenance Equipmen	15.65287	Message Board, Work Area Solar	Work Area Protection Msg	1P91A1210GG301890	HR
EQP	O	Road Maintenance Equipmen	15.65288	Message Board, Work Area Solar	Work Area Protection Msg	1P91A1211GG301901	HR
EQP	Z	Miscellaneous Equipment	15.65289	Mower, Bad Boy Elite	2014 Bad Boy Elite Mower		HR
EQP	O	Road Maintenance Equipmen	15.65290	Message Board, Work Area Solar	Work Area Protection Msg	1P91A1214GG301889	HR
EQP	Z	Miscellaneous Equipment	15.65291	Camera, Earthcam Solar Trailer	Earthcam Solar Trailer Ca	MTCAM0000510047	HR
EQP	Z	Miscellaneous Equipment	15.65292	Container, 40' Storage 2018	2018 40' Storage Containe	LFIU8006922	HR
EQP	Z	Miscellaneous Equipment	15.65293	Tire Changer, Coats 1400 2D	Coats Balancer Tire Chang	1812306134	HR
EQP	Z	Miscellaneous Equipment	15.65294	Tire Changer, Coats HIT 5000	Coats HIT 5000 Tire Chang	506400470	HR
EQP	Z	Miscellaneous Equipment	15.65295	Tire Changer, Coats RC-55	Coats RC-55 Tire Changer	1904101036	HR
VEH	1	On-Highway Trailers	15.65296	Trailer, Sanchez Straight Edge	Sanchez Straight Edge Tra		HR
VEH	1	On-Highway Trailers	15.65297	Trailer, Sanchez Straight Edge	Sanchez Straight Edge Tra		HR
EQP	F	Skid Steer Loaders	15.65298	Tractor, John Deere 317G 2018	2018 John Deer 317G Loade	1T0317GJCJJ333801	HR
EQP	Z	Miscellaneous Equipment	15.65300	Coupler Fork, 444-624	2018 John Deer 317G Loade	J000098808-1	HR
EQP	Z	Miscellaneous Equipment	15.65301	Coupler Fork, 444-624	2018 John Deer 317G Loade	J000120889-1	HR
EQP	Z	Miscellaneous Equipment	15.65303	Mulching Head, Magnum Mini 05	2005 Magnum Mini		HR
EQP	Z	Miscellaneous Equipment	15.65304	Planer, JD CP24E 2020	2020 JD CP24E	1T0CP24ECL0000010	HR
EQP	F	Skid Steer Loaders	15.65305	Tractor, CAT 236D3 2022	2022 CAT 23D3	CAT0236DLKXL01942	HR
EQP	F	Skid Steer Loaders	15.65306	Tractor, CAT 299D3XE 22	2022 CAT 299D3XE RPO	CAT0299DCLB301478	HR
EQP	F	Skid Steer Loaders	15.65307	Tractor, John Deere 331G 2018	2018 John Deer 331G Loade	1T0331GKPJF327057	HR
EQP	X	Air Compressors	15.65308	Compressor, Sullair 185JD	2006 Sullair Air Compress	200605170063	HR
EQP	F	Skid Steer Loaders	15.65309	Tractor, John Deere 333G 2021	2021 John Deere 333G	1T0333GMCMF390276	HR
EQP	M	Asphalt Equipment	15.65310	Shuttle Buggy, Weiler 2023	2023 Weiler E1250C Shuttl	1W9E1250HPC001612	HR
EQP	M	Asphalt Equipment	15.65311	RPO ShuttleBu, Roadtec 1100 22	RPO 2022 Roadtec MTV1100E	4019	HR
PLT	Z	Miscellaneous Equipment	15.66001	Asphalt Plant, CMI PTD 400 '93	1993 CMI PTD 400 Asphalt		HR
PLT	Z	Miscellaneous Equipment	15.66003	Asphalt Plant CMI PTD 400 2000	2000 CMI PTD 400 Asphalt		HR
PLT	M	Asphalt Equipment	15.66005	Asphalt Plant CMI PTD 400 2002	2002 CMI PTD 400 Asphalt		HR
EQP	Z	Miscellaneous Equipment	15.70001	2000 Tiara 43		SSUS4096E900	HR
PLT	M	Asphalt Equipment	15.92007	Burner, Long Reach Starjet		M61449	HR
PLT	M	Asphalt Equipment	15.94013	Fiber Metering Device	10K Heavy duty	12-112	HR
PLT	M	Asphalt Equipment	15.95008	Drag Chain 6x4x3/8x32"		A2868 K2E3	HR
PLT	M	Asphalt Equipment	15.98034	Drag Chain Double 6x4x3/8x34"		A2868	HR
EQP	Z	Miscellaneous Equipment	15.99000	I/C Rentals	I/C Rentals	12345	HR
EQP	Z	Miscellaneous Equipment	15.99001	Lab Trailer, Williams 1999	1999 Williams Lab Trailer	DS-08940	HR
EQP	Z	Miscellaneous Equipment	15.99510	Miscellaneous FRP	Diesel		HR
EQP	Z	Miscellaneous Equipment	15.99520	Miscellaneous WLD	Diesel		HR
EQP	Z	Miscellaneous Equipment	15.99530	Miscelaneous PCY			HR

EQP	Z	Miscellaneous Equipment	15.99535	Small Engine, PCY			HR
EQP	Z	Miscellaneous Equipment	15.99550	Miscellaneous HOS/TAL	GAS		HR
VEH	Z	Miscellaneous Equipment	15.99555	Miscellaneous TLH	Diesel		HR
EQP	Z	Miscellaneous Equipment	15.99560	Miscellaneous PLC	Diesel		HR
EQP	Z	Miscellaneous Equipment	15.99570	Miscellaneous OKE	GAS		HR
EQP	Z	Miscellaneous Equipment	15.99580	Miscellaneous PAL	GAS		HR
EQP	Z	Miscellaneous Equipment	15.99585	Miscellaneous Pen			HR
EQP	I	Excavation Equipment	15.99902	Troxler Gyratory 4140B	Troxler 4140B Gyratory	741	HR
PLT	Z	Miscellaneous Equipment	15.99903	NCAT Asphalt Furnace	NCat Asphalt Furnace	1087990651272	HR
EQP	Z	Miscellaneous Equipment	15.99998	General Equipment Number	General Equipment Number	1234567	HR
EQP	Z	Miscellaneous Equipment	15.99999	Outside Rentals	Outside Rentals	123456	HR
VEH	2	Pickup Trucks	15.L0009	Donald Tate, Ford Expedit 2015	2015 Ford Expedition	1FMJU1HT3FEF16261	HR
VEH	2	Pickup Trucks	15.L0028	Chris Harrell,Jeep Wrangler 07	2007 Jeep Wrangler X Limi	1J4GB39157L115167	HR
VEH	2	Pickup Trucks	15.L0032	Bruno Hartwich - Pickup	Chevrolet 1500, 1996	2GCEC19W2T1136309	HR
VEH	2	Pickup Trucks	15.L0040	Pursell, Chad - Pickup	Toyota Tundra, 2004	5TBET34194S462246	HR
VEH	4	Sport Utility Vehicles	15.L0073	Lago, Karen Ford	Ford		HR
VEH	4	Sport Utility Vehicles	15.L0074	Robert Delisle, Jeep Cherokee	2021 Jeep Grand Cherokee	1C4RJEBGXMC862562	HR
VEH	2	Pickup Trucks	15.L0077	Travis Jamison - Truck	2015 Nissan Titan	1N6BA0EC0FN500600	HR
VEH	4	Sport Utility Vehicles	15.L0078	Ross, Penny - Toyota Camry		123	HR
VEH	4	Sport Utility Vehicles	15.L0083	Dalton, Grady - Toyota Car		321	HR
VEH	2	Pickup Trucks	15.L0085	Jeremy Bayn Powell Pickup	2012 Ford F150	1FTFW1ET4CFB36909	HR
VEH	2	Pickup Trucks	15.L0095	James Patterson, Ram 2022	2022 Dodge Ram 2500	3C6UR5DL0NG165162	HR
VEH	2	Pickup Trucks	15.L0099	Jimmy Strain Pick Up	2010 Chevrolet	3GCRCSE02AG204377	HR
VEH	2	Pickup Trucks	15.L0107	Thurman Matney- Pickup	Dodge Ram 2014	3C6JR6AT7EG284887	HR
VEH	2	Pickup Trucks	15.L0109	Robert Pecher, Ford 2003	Ford 2003		HR
VEH	2	Pickup Trucks	15.L0110	Justin Andrews, SILV1500 2014	2014 SILV1500 2 WD	3GCPCREC1EG284464	HR
VEH	2	Pickup Trucks	15.L0113	Michael Eastmond, Ford F250 15	2015 Ford F250	1FT7W2BT2FEA27065	HR
VEH	2	Pickup Trucks	15.L0116	Kenneth Ramsdell, F150 2019	2019 Ford F150	1FTEW1C57KFB83687	HR
VEH	2	Pickup Trucks	15.L0122	Matt Steele, Ford F150 2018	2018 Ford F150	1FTEW1EGXJFD48919	HR
VEH	2	Pickup Trucks	15.L0123	Chad Schind, Ford F250 2002	2002 Ford F250	1FTNX21F12EA96999	HR
VEH	2	Pickup Trucks	15.L0126	Paul Carlson, Ford F250 2022	2022 Ford F250	1FT7W2B65NEG30505	HR
VEH	2	Pickup Trucks	15.L0127	Richard Straily, Ford F250 21	2021 Ford F250	1FTEW1CG8HKD51760	HR
VEH	2	Pickup Trucks	15.L0132	William Joiner, Ford 150 2010	2010 Ford F150	1FTFW1CV3AK38785	HR
VEH	4	Sport Utility Vehicles	15.L0133	Holly Toole, Toyota Corolla 22	2022 Toyota Corolla Cross	7MUEAAAG2NV025903	HR
VEH	2	Pickup Trucks	15.L0145	Ed Miller, Ford F250 2022	2022 Ford F250	1FT7W2BT7NEE12829	HR
VEH	2	Pickup Trucks	15.L0147	Matt Carden, GMC 1500 2022	2022 GMC 1500 Sierra		HR
VEH	2	Pickup Trucks	15.L0149	Charles Wibbing			HR
VEH	2	Pickup Trucks	15.L0150	Christy Roper, Chevy 2021	2021 Chevy Silverado	1GCPYCEF0MZ233769	HR
VEH	4	Sport Utility Vehicles	15.L0151	Sal Bonacci, Jeep Wrangler 16	2016 Jeep Wrangler	1C4BJWDG0GL306463	HR
VEH	2	Pickup Trucks	15.L0155	Mike Darville, Chevy 2018	2018 Chevy	3GCUKREC7JG476410	HR
VEH	2	Pickup Trucks	15.L0160	Jacob Ertle, Toyota Tundra 21	2021 Toyota Tundra	5TFHY5F16MX973132	HR
VEH	2	Pickup Trucks	15.L0161	Jamie Moretz, Ford F250 2018	2018 Ford F250	1FT7W2BTXJEC87402	HR
VEH	2	Pickup Trucks	15.L0166	Bryan Turner, Ford F350 2017	2017 Ford F150	1FT8W3DT7HEB45428	HR
VEH	2	Pickup Trucks	15.L0167	Lance Holland, Ford F150 2018	2018 Ford F150	1FTEW1E57JKF33208	HR
VEH	2	Pickup Trucks	15.L0168	Calvin Lewis, Tacoma 2022	2022 Toyota Tacoma	3TMAZ5CN3NM187575	HR
VEH	2	Pickup Trucks	15.L0169	John Behory, Ford 2016	2016 Ford	1FTEW1EF1GKF65623	HR
VEH	2	Pickup Trucks	15.L0170	William Rainard, GMC Sierra 20	2020 GMC Sierra	3GTU9CED3LG111971	HR
VEH	2	Pickup Trucks	15.L0173	Darren Wilder, Dodge Ram 2018	2018 Dodge Ram	3C6RR7KTXJG167628	HR
VEH	2	Pickup Trucks	15.L0175	Justin Holloway, Ford F150 15	2015 Ford F150	1FTEW1EFXFKF01580	HR
VEH	4	Sport Utility Vehicles	15.L0176	Connie Crowley, Acura MDX 2016	2016 Acura MDX	5FRYD3H49GB019589	HR
VEH	4	Sport Utility Vehicles	15.L0178	Macy Rogers, GMC Yukon 2016	2016 GMC Yukon	JTEZU5JR7F5085738	HR
VEH	2	Pickup Trucks	15.L0179	Bobby Braun, Chvy Avalance 03	2003 Chevy Avalanche	3GNEK13T03G208902	HR
VEH	2	Pickup Trucks	15.L0182	James Haywood, Dodge Ram 2023	2023 Dodge Ram	1C6SRFHT9PN522548	HR
VEH	2	Pickup Trucks	15.L0183	James Grier, Dodge Ram 2019	2019 Dodge Ram	1C6RR6FG4KS564656	HR
VEH	4	Sport Utility Vehicles	15.L0184	Noah Baker,GMC Envoy 2007	2007 GMC Envoy	1GKDS13S672201385	HR
VEH	2	Pickup Trucks	15.L0187	Billy Powell, Ford F250 2020	2020 Ford F250	1FT722BT6LEC54979	HR
VEH	2	Pickup Trucks	15.L0188	Bill Anderson, Ddg Ram 1500 18	2018 Dodge Ram 1500	1C6RR6PT8JS195598	HR
VEH	2	Pickup Trucks	15.L0189	Eli Miller, GMC 1500 2022	2022 GMC 1500 Sierra	TBD-1018-2	HR
VEH	4	Sport Utility Vehicles	15.L0191	Tonya Turner, Chevy Tahoe 2018	2018 Chevy Tahoe	1GNSCBKC6JR111708	HR
VEH	4	Sport Utility Vehicles	15.L0192	Mark D'Annunzio, Jeep GC 2021	2021 Jeep Grand Cheroke	1C4RJEBG9MC843775	HR
VEH	4	Sport Utility Vehicles	15.L0193	Sue Walker, Ford Expedition 21	2021 Ford Expedition	1FMJU1KT7MEA69164	HR
VEH	4	Sport Utility Vehicles	15.L0194	Kathryn Barnes, Ford Exp 2021	2021 Ford Expedition	1FMJK1JT7MEA40657	HR
VEH	4	Sport Utility Vehicles	15.L0196	Michelle Davis, Kia Sorento 13	2013 Kia Sorento	5XYKT3A69DG403849	HR
VEH	2	Pickup Trucks	15.L0198	Courtland Stoltz, Frontier 18	2018 Nissan Frontier	1N6AD0ER7JN760623	HR
VEH	2	Pickup Trucks	15.L0199	Leland Caudill, Chevy Silv 22	2022 Chevy Silv 1500	3GCUYGED3NG1200134	HR
VEH	2	Pickup Trucks	15.L0200	Victoria Blocker, Nis Titan 11	2011 Nissan Titan	1N6BA0EKXBN325614	HR
VEH	4	Sport Utility Vehicles	15.L0201	Christina Sheets, Toyota 4R 21	2021 Toyota 4Runner	JTEFU5JR3M5241886	HR
VEH	2	Pickup Trucks	15.L0202	Ernest Barnett, Chev Silv 2019	2019 Chevy Silverado	2GCVKPEC4K1166458	HR
VEH	2	Pickup Trucks	15.L0204	Daniel Hoyt, GMC Sierra 2013	2013 GMC Sierra	1GT120C87DF186476	HR
VEH	2	Pickup Trucks	15.L0206	James Johnson, Dodge Ram 2022	2022 dodge Ram 1500	1C6SRFLT1NN192313	HR
VEH	2	Pickup Trucks	15.L0210	Frank Bly, Toyoya Tacoma 2019	2019 Toyota Tacoma	3TMCZ5ANXLM349906	HR
VEH	2	Pickup Trucks	15.L0211	Jake Benitez, Ram 2500 2020	2020 Ram 2500	3C6UR5SL3LG200289	HR
VEH	2	Pickup Trucks	15.L0212	David Corbin, Silverado 2019	2019 Chevy Silverado	3GCUYEED2KG298276	HR
VEH	2	Pickup Trucks	15.L0213	Darryl Finch, GMC 2018	2018 GMC	3GTU2LEC6JG199861	HR

VEH	2	Pickup Trucks	15.L0215	Joseph Peterson, Ford F250 18	2018 Ford F250	1FT7W2BT1JEC61285	HR
VEH	2	Pickup Trucks	15.L0217	John Pollman, Ford F150 2023	2023 Ford F150	1FTFW1ED0PFB22231	HR
VEH	2	Pickup Trucks	15.L0218	Campbell Swatts, Silverado 22	2022 Chevy Silverado	1GC4YREY5LF135456	HR
VEH	2	Pickup Trucks	15.L0219	Robert Gross, Ram 2500 2015	2015 Dodge Ram 2500	3C6UR5DL1FG520275	HR
VEH	2	Pickup Trucks	15.L0221	Chris Gross, Toyota Tundra 19	2019 Toyota Tundra	5TFAY5F16KX786617	HR
VEH	2	Pickup Trucks	15.L0222	John Bass, Toyota Tundra 2020	2020 Toyota Tundra	5TFHY5F19LX927194	HR
VEH	2	Pickup Trucks	15.L0223	Ronald Drake, Chev Tahoe 2017	2017 Chevy Tahoe	1GNSCBKC6HR289175	HR
VEH	2	Pickup Trucks	15.L0224	Robert Cornell, Chevy Silv 18	2018 Chevy Silverado	3GCUKREC5JG626482	HR
VEH	2	Pickup Trucks	15.L0225	Calvin L Smith, Chevy Silv 21	2021 Chevy Silverado	1GC4YUEY7MF157690	HR
VEH	2	Pickup Trucks	15.L0228	Bryce Littlefield, Toy Tund 16	2016 Toyota Tundra	5TFDW5F11GX551309	HR
VEH	2	Pickup Trucks	15.L0229	Joseph True, Ford F150 2019	2019 Ford F150	1FTEW1EP3KFC06493	HR
VEH	2	Pickup Trucks	15.L0231	Michael Ford, Chevy Silv 2020	2020 Chevy Silverado	3GCUYDED2LG163181	HR
VEH	4	Sport Utility Vehicles	15.L0232	Carlos Gonzalez, Kia 2020	2020 Kia Telluride	5XYP54HC1LG066075	HR
VEH	4	Sport Utility Vehicles	15.L0233	Caitlin Harrison, 4Runner 2021	2021 Toyota 4 Runner	JTEFU5JRXM5233753	HR
VEH	2	Pickup Trucks	15.L0234	James Davis, Chev Silverado 14	2014 Chevy Silverado	3GCUKREC6EG427088	HR
VEH	2	Pickup Trucks	15.L0235	David Weeks, Jeep Wrangler 20	2020 Jeep Wrangler	1C4HJXEG5LW267716	HR
VEH	2	Pickup Trucks	15.L0236	Christian Grimes, GMC 2022	2017 Toyota Tacoma	1GTUUEET4NZ603073	HR
VEH	2	Pickup Trucks	15.L0238	Austin Amos, Ram 1500 2013	2013 Dodge Ram 1500	1C6RR7GT4DS699933	HR
VEH	2	Pickup Trucks	15.L0239	Casey Martin, Ford F250 2020	2020 Ford F250	1FT7W23T6LEE58794	HR
VEH	2	Pickup Trucks	15.L0240	Arthur Calder, GMC 2500 22	2022 GMC K2500	1GT49REYXNF160773	HR
VEH	4	Sport Utility Vehicles	15.L0241	Jose Hernandez, Ford Expl 2020	2020 Ford Explorer	1FMSK7DH8LGD13476	HR
VEH	2	Pickup Trucks	15.L0242	Brittany Bradly, Kia Tellur 21	2021 Kia Telluride Sport	5XYP34HC8MG165550	HR
VEH	2	Pickup Trucks	15.L0243	Robert Calhoun, Ford F150 2014	2014 Ford F150	1FTFW1EF0EFC63542	HR
VEH	2	Pickup Trucks	15.L0244	Larry Martin, Ford F150 2018	2018 Ford F150	1FTEW1EP3JFE37330	HR
VEH	2	Pickup Trucks	15.L0245	Dianne Beasley, Tacoma 2013	2013 Toyota Tacoma	5TFTX4GNXDX019850	HR
VEH	2	Pickup Trucks	15.L0246	Phillip Ondrovic, Silverado 21	2021 Chevy Silverado	1GCUYDED3MZ302638	HR
VEH	2	Pickup Trucks	15.L0247	Robert Matthews, Ford F150 22	2022 Ford F150 King Ranch	1FTEW1E88NFA84422	HR
VEH	2	Pickup Trucks	15.L0248	Donald Lipford, Ford F250 2015	2015 Ford F250	1FT7W2BT0FEC51337	HR
VEH	2	Pickup Trucks	15.L0250	James Wilkerson, Chevy Sil 23	2023 Chevy Silverado	2GC4YNEY9P1710955	HR
VEH	2	Pickup Trucks	15.L0251	Kelby Sheets, Silverado 2014	2014 Chevy Silverado	1GCNKREC8EZ226586	HR
VEH	2	Pickup Trucks	15.L0252	Melissa Thomas, GMC Terrain 21	2021 GMC Terrain Sport WG	3GKALVEV9ML399310	HR
VEH	2	Pickup Trucks	15.L0253	Aaron Palmer, Ford F150 2017	2017 Ford F150	1FTEW1EF4HFA85389	HR
VEH	2	Pickup Trucks	15.L0254	Chris Bauldree, Chevy Trave 15	2015 Chevy Traverse	1GNKRFED2FJ249827	HR
VEH	2	Pickup Trucks	15.L0255	James Moller, Chevy Silv 2021	2021 Chevy Silverado	1GC4YLEY0MF129045	HR
VEH	2	Pickup Trucks	15.L0257	Brian Owen, Dodge Ram 1500 19	2019 Dodge Ram 1500	1C6RREJT7KN635152	HR
VEH	2	Pickup Trucks	15.L0258	Steve Straily, Ford F150 2023	2023 Ford F150	1FTEW1CP6PKD73903	HR
VEH	2	Pickup Trucks	15.L0260	Todd Batchelor, GMC K2500 20	2020 GMC K2500	1GT49PEY9LF308980	HR
VEH	2	Pickup Trucks	15.L0261	Victor Jackson, Nissan Titan	2011 Nissan Titan	1N6BA0EC3BN316150	HR
VEH	2	Pickup Trucks	15.L0262	Jeremy Bowman, Dodge 1500 20	2020 Dodge Ram 1500	1C6RREFT4LN306581	HR
VEH	2	Pickup Trucks	15.L0263	John Scherer, Tundra 2022	2022 Toyota Tundra	5TFLA5AB6NX003538	HR
VEH	4	Sport Utility Vehicles	15.L0264	Morgan Quirk, Kia Telluride 23	2023 Kia Telluride	5XYP34GC6PG387834	HR
VEH	2	Pickup Trucks	15.L0265	Aaron Gray, Chevy Silverado 12	2012 Chevy Silverado	3GCPCSE02CG140027	HR
VEH	2	Pickup Trucks	15.L0266	William Thames, Colorado 2021	2012 Chevy Colorado	1GCGSCEN7M1141372	HR
VEH	2	Pickup Trucks	15.L0267	James Haney, Toyota Tundra 23	2023 Toyota Tundra	5FTJC5DB3PX020880	HR
VEH	2	Pickup Trucks	15.L0269	Clinton Hopper, Ford F250 2017	2017 Ford F250	1FT7W2BT9HEF05615	HR
VEH	4	Sport Utility Vehicles	15.L0270	Ryan Dix, Dodge Journey 2015	2015 Dodge Journey	3C4PDCBB3FT535452	HR
VEH	4	Sport Utility Vehicles	15.L0271	Nabilah Miah, Honda Civic 2019	2019 Honda Civic	19XFC1F39KE013851	HR
VEH	2	Pickup Trucks	15.L0272	Danny Peters, Ford F250 2020	2020 Ford F250	1FT7W2BT7LED44609	HR
VEH	2	Pickup Trucks	15.L0273	Aaron Campbell,GMC Canyon 2018	2018 GMC Canyon	1GTG6DEN5J1182587	HR
VEH	2	Pickup Trucks	15.L0274	John Gilliland,GMC Sierra 2019	2019 GMC Sierra	2GTV2LEC0K1176591	HR
VEH	4	Sport Utility Vehicles	15.L0275	Kalan Langston,GMC Acadia 2017	2017 GMC Acadia	1GKKNJLA7HZ244700	HR
VEH	2	Pickup Trucks	15.L0276	Adalberto Satiago,ToyotaTun 16	2016 Toyota Tundra	5TFRM5F10GX096707	HR
VEH	4	Sport Utility Vehicles	15.L0277	Ana Malo, Nissan Sentra 2015	2015 Nissan Sentra	3N1AB7APXFL679177	HR
VEH	2	Pickup Trucks	15.L0278	Herbert Joyner, Ram 1500 2014	2014 Dodge Ram 1500	1C6RR7FT7ES123725	HR
VEH	2	Pickup Trucks	15.L0279	Joseph Chambliss,Toyota Tun 10	2010 Toyota Tundra	5TFRY5F16AX087036	HR
EQP	78	Trailer	15.R0034	Trailer, 14 X 60 Off, Modspace	Modspace, 14 X 60 Off Tra	DSI14013A	HR
EQP	78	Trailer	15.R0035	Trailer, 14 X 60 Off, Modspace	Modspace, 14 X 60 Off Tra	DSI14013B	HR
HVH	0	On-Highway TruckS	15.R0075	Dump Truck, Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEX6GF480767	HR
HVH	0	On-Highway TruckS	15.R0076	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEX1GF480773	HR
HVH	0	On-Highway TruckS	15.R0077	Dump Truck,Kenworth T800 2016	T800 Kenmworth Dump Truck	3BKDXPEX4GF480766	HR
HVH	0	On-Highway TruckS	15.R0078	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEX6GF480770	HR
HVH	0	On-Highway TruckS	15.R0079	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEXXGF480769	HR
HVH	0	On-Highway TruckS	15.R0080	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEXXGF480772	HR
HVH	0	On-Highway TruckS	15.R0081	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEX8GF480768	HR
HVH	0	On-Highway TruckS	15.R0095	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX0GJ123813	HR
HVH	0	On-Highway TruckS	15.R0096	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX2GJ123814	HR
HVH	0	On-Highway TruckS	15.R0097	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX4GJ123815	HR
HVH	0	On-Highway TruckS	15.R0098	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX6GJ123816	HR
HVH	0	On-Highway TruckS	15.R0099	Dump Truck, Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX8GJ123817	HR
HVH	0	On-Highway TruckS	15.R0100	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EXXGJ123818	HR
HVH	0	On-Highway TruckS	15.R0119	Dump Truck,Kenworth T800 2017	T800 Kenworth Dump Truck	INKDX4EX1HJ164839	HR
HVH	0	On-Highway TruckS	15.R0120	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EX8HJ164840	HR
HVH	0	On-Highway TruckS	15.R0121	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EXXHJ164841	HR
HVH	0	On-Highway TruckS	15.R0122	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	INKDX4EX1HJ164842	HR

HVH	0	On-Highway TruckS	15.R0123	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EX3HJ164843	HR
HVH	0	On-Highway TruckS	15.R0124	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EXXHJ164838	HR
EQP	48	Dump Off Rd	15.R0126	Off Road Dump, JD 300D 2018	300D2 John Deere Off Road	1DW300DXCGE674301	HR
EQP	48	Dump Off Rd	15.R0127	Off Road Dump, JD 300D 2018	300D2 John Deere Off Road	1DW300DXPGE674303	HR

DANIEL A HOYT

4511 Micanopy Crescent Drive, Lakeland Florida 33811
(817) 771-8567, DAHoyt2014@yahoo.com

Summary of Qualifications

- **Industry experience** – 25+ years in public and private infrastructure projects from hands-on operations roles to project and division management leadership
- **P & L management** – responsible for financial results from project to division level
- **Strategic growth** – expansion through acquisitions and organic growth in existing and new markets
- **Leadership** – skilled at influencing subordinates, peers, superiors and outside stakeholders through trust, commitment and teamwork
- **Commitment to safety** – track record of operating in a safety-first manner for the protection of construction teams and betterment of company financial performance
- **Customer focus** – promoting win-win relationships for company and project owners

Work History

July 2015 – Present

The Lane Construction Corporation

Construction Manager, Area 5 B of I-4 Ultimate *(November 2017 – Present)*

Lane is part of a three-party construction joint venture team (Skanska, Granite, Lane) building a $2.6B design-build/P3 project for FDOT D5 reconstructing 21 miles of I-4, including the addition of four tolled express lanes while maintaining the existing, free general use lanes through Orlando, FL. Dan leads operations for earthwork fill, asphalt paving, concrete paving and concrete barrier wall.

Headcount under Dan's responsibility ranges from 180 to 240 employees (current) with direct reports including:

- General Superintendent, Roadway – over 2.5MM cy earthwork fill and trucking operation, 240,000 cy of concrete paving, 210 miles of CIP barrier wall, and concrete plant operations. Team includes 7 additional superintendents and 14 foremen.
- Senior Asphalt Superintendent – over 1.6MM tons of asphalt paving operations. Team includes 2 additional superintendents and 5 foremen.
- Senior Project Engineers – over scheduling, job costing, billing, submittals, etc.
- Quality Control

Project Manager, I-35 Express Project *(July 2015 – November 2017)*

Dan was asked to rejoin Lane and turnaround a struggling asphalt operation on $1.7B three-party joint venture (Archer Western, Granite, Lane) constructing a design-build project consisting of 28 miles of IH-35E in Dallas & Denton Counties, TX. More than 1.5MM tons of asphalt were used in constructing the roadway, of which more than 340,000 tons were stone mastic asphalt (SMA). Dan was responsible for all asphalt construction and daily production at the on-site plant.

Upon joining the project, Dan inherited one paving crew and was tasked with ramping up the operation to meet project milestones. Dan brought on 3 additional crews and led a group of 2 superintendents, 4 foremen, 2

project engineers and added a subcontractor partner (3 crews and an on-site plant). Key to the successful turnround of the paving operation was close coordination with earthwork and bridge operations.

March 2015 to July 2015

DAB Construction, Vice President

Responsible for all operations of a $80MM per year company consisting of a construction division (grading, underground utility, asphalt paving) and three asphalt plants. Responsible for all facets from estimating to financial profit and loss.

November 2013 to March 2015

DeMoya Group, Project Manager

Completed several construction projects, including the $84MM design-build, joint venture Gandy Boulevard Project in St. Pete, FL and the $134MM I-4 rebuild from Gandy Boulevard to I-295. Additionally, he assisted with closeout of the Wekiva Parkway Section 4 project. In his role, he was responsible for overall management of construction projects and oversaw roadway and drainage take offs and pricing.

July 2010 to July 2013

The Lane Construction Corporation, Florida Asphalt Plant Manager

P&L responsibility for a $60MM+ operation in Tampa, Florida, including Hillsborough, Pasco, Hernando, Manatee and Polk counties. Established budgets for 6 plant locations, 1 lime rock mine, large repair and maintenance facility, and regional office. Responsible for the safety and welfare of all employees and of the environmental impacts associated with operational areas. Highlights include:

- Leading a team of 175+ employees with direct reports of an Operations Manager, Plants Manager, Office Manager, Safety Manager and an Estimator. Operations included 6 paving and 3 milling crews, 5 construction crews and 3 Project Managers.
- Turning around operation from $6MM loss to $1MM profit.
- Expanding operation through acquisition of 2 asphalt plants (Daytona and Melbourne).

August 2009 to July 2010

APAC Southeast, Operations Manager

Managed a $50MM+ operation. Responsible for daily, weekly and monthly job costs for construction crews and 3 asphalt plants. Team included 5 Project Managers, 1 Plant Manager, QC Manager, 3 Superintendents and 6 paving crews building FDOT and private work. Dan was a leader in bringing reorganization to the forefront and downsized a top-heavy culture with proper organizational structure leading to fixed and variable cost cuts saving $2.4MM without compromising safety, quality or commitment to the customer.

September 2008 to August 2009

Hubbard Construction Company, Project Manager

Duties included daily, weekly, and monthly job costs, plant operations and crew operations. Bid FDOT work as well as private work, budget creation and monthly status reviews. Sought out potential growth in the market north and south of the Palm Beach areas as well as creating other opportunities associated with the construction industry.

1992 – September 2008

The Lane Construction Corporation

Dan advanced through multiple levels within Lane starting as an asphalt paving foreman in 1992. During his tenure he was promoted to Assistant Plant Manager in 1997, Superintendent for key asphalt operations and special projects in 2001, Plant Manager for multiple asphalt plants in northern Virginia/Washington D.C. area and field operations for five paving crews in 2006, and Assistant District Manager in Florida for multiple asphalt plants, a lime rock mine, a fleet repair facility, and a regional office in 2008.

- **Assistant District Manager – Florida**
  Oversight of a $22,000,000 asphalt operations in Florida, establishing budgets for three asphalt plant locations, lime rock mine, large repair facility and regional office. Cost analysis of all jobs and projects as well as the plant budgets. Implementation and execution of corporate goals, oversight and evaluation of potential growth opportunities in Florida and the successful procurement of key contracts. Responsible for the safety and welfare of all employees and of the environmental impacts associated with these operations. Led the successful acquisition of a competitor's facility in the Tampa market which allowed the broadening of the market base to expand the service region to utilize our industry strength.

- **Plants Manager, Alexandria Virginia**
  Manager in charge of all asphalt related operations for 2 to 5 plants in Metro DC as well as field operations consisting of 5 paving crews, 3 complete milling and clean-up crews, 2 stone base crews and all other related aspects of operations. Responsible for a team of 195 employees and the monitoring of costs, establishing budgets and executing the operation.

- **Superintendent – Special Projects**
  Superintendent of key asphalt operations and special projects throughout the entire organization. Daily, weekly and monthly monitoring of various projects ongoing within the company along the east coast.

- **Assistant Plant Manager, PA**
  In charge of asphalt paving and milling in the Pittsburgh plants area of western PA. Duties included daily, weekly and monthly scheduling of asphalt and milling crews and their associated equipment and trucking needs as well as monitoring of quality control in the field and daily correspondence with the owners.

- **Foreman**
  Led paving crews on various public and private projects. Daily quantities, time, figuring mix, repairing and updating of paving equipment.

Early career

- Direnzo and Sons - Foreman (1990 - 1992)
- Blue Rock Industries – Laborer to Foreman to Estimator / PM (1985 - 1990)

Education

University of Maine at Orono
BS Economics with minor in Finance, May 1985

Jamie Moretz

Vice President – Central and South Florida Divisions

Jamie Moretz has 25 years of management experience in Florida's civil construction industry, previously serving as Vice President of a large Florida-based civil contractor and asphalt producer prior to joining C.W. Roberts Contracting, Inc. in August of 2020. Throughout the course of his professional career, Jamie has proven success in all areas of civil construction operations from estimating and project management to operations and division management and executive leadership. Jamie is a graduate engineer with a Bachelor of Science from Clemson University.

CWR CONTRACTING, INC.

REFERENCES

Credit References

Banking:

- PNC Bank
  One Financial Pkwy
  Kalamazoo, MI 49009

  Ryan Anthony
  VP of Corporate Banking
  205-746-1923

Insurance

- McGriff, Seibels & Williams, Inc.
  P.O. Box 10265
  Birmingham, AL 35202

  Dave Nichols
  Account Representative
  205-252-9871

Bonding

- Turner Insurance & Bonding Co.
  2601 Bell Road
  Montgomery, AL 36117

  Renee Ellis or
  Paul Scott
  334-244-0004

Trade References

- Eli Roberts & Sons Oil Company
  2195 Lake Bradford Road
  Tallahassee, Florida 32310

  Charlie Roberts-President
  850-576-3145, Fax 850-574-3788
  lori@eliroberts.com

- Ring Power
  32000 Blue Star Hwy
  Midway, FL 32343

  Ted Gerrell
  Vice-President, Regional Manager
  850-536-2304, Fax 850-536-2383

- Beard Equipemnt Company
  2480 E. I-65 Service Rd. N.
  Mobile, Alabama 36617

  Tommy Slay
  850-251-0741
  slay@beardequipment.com

C. W. Roberts Contracting, Inc.
Earthwork, Roadways, Storm Drain & Underground Utilities
8530 SW Jayme Way, Palm City, FL 34990
Office: 772-288-0951 Fax: 772-288-0983

Completed Projects
&
Professional References

GOVERNMENT/PUBLIC REFERENCES

MARTIN COUNTY BOCC
2401 SE MONTEREY ROAD
STUART, FL 34996
LOGAN HUBER (772) 288-5932
FAX (772) 288-5789
EMAIL: LHUBER@MARTIN.FL.US

KRYSTI BROTHERTON (772) 288-5777
FAX: (772) 288-5789
EMAIL: KBROTHER@MARTIN.FL.US

KEN VREELAND (772) 288-5430
EMAIL: KVREELAN@MARTIN.FL.US

LUKAS LAMBERT (772) 221-2300
EMAIL: LLAMBERT@MARTIN.FL.US

DOUG NORMAN
EMAIL: DNORMAN@HOYLETANNER.COM

GEORGE DZAMA (772) 463-2837
EMAIL: GDZAMA@MARTIN.FL.US

PROJECTS:

MAPP ROAD MULTIMODAL ENHANCEMENTS
CONTRACT DATE: 06/09/2017
COMPLETED: 09/26/2018
ORIGINAL CONTRACT AMOUNT: $1,378,371.20
COMPLETED CONTRACT AMOUNT: $1,378,822.59

MAPP ROAD TOWN CENTER STORMWATER IMPROVEMENTS
CONTRACT DATE: 07/18/2017
COMPLETED: 09/06/2018
ORIGINAL CONTRACT AMOUNT: $851,815.20
COMPLETED CONTRACT AMOUNT: $870,820.41

FARM ROAD RECONSTRUCTION
CONTRACT DATE: 04/25/2017
COMPELTED: 02/09/2018
ORGINAL CONTRACT AMOUNT: $2,478,265.73
COMPLETED CONTRACT AMOUNT: $2,384,028.27

MAPP ROAD RESURFACING
CONTRACT DATE: 04/10/2018
COMPLETED: 11/09/2018
ORIGINAL CONTRACT AMOUNT: $743,850.82
COMPLETED CONTRACT AMOUNT: 663,384.30

SR 76 INTERCHANGE IMPROVEMENTS
CONTRACT DATE: 06/09/2015
COMPLETED: 07/05/2017
ORIGINAL CONTRACT AMOUNT: $5,784,913.57
COMPLETED CONTRACT AMOUNT: $5,988,445.07

NORTH RIVER SHORES NEIGHBORHOOD RESTORATION (RESURFACING)
CONTRACT DATE: 07/30/2019
COMPLETED DATE: 12/17/2019
ORIGINAL CONTRACT AMOUNT: $1,283,054.66
COMPLETED CONTRACT AMOUNT: $1.302.748.40

SW HIGH MEADOW AVENUE
CONTRACT DATE: 10/17/2019
COMPLETED DATE: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $60,891.00
COMPLETED CONTRACT AMOUNT: $58,641.00

ROADWAY RESURFACING
CONTRACT DATE: 01/07/2020
COMPLETED DATE: TBD
ORIGINAL CONTRACT AMOUNT: $7,499,256.50
COMPLETED CONTRACT AMOUNT: TBD

MARTIN COUNTY ANNUAL W/O #21 CROSS RIP AT DIXIE HIGHWAY
CONTRACT DATE: 07/07/2021
COMPLETED DATE: 09/30/2021
ORIGINAL CONTRACT AMOUNT: $177,101.51
COMPLTED CONTRACT AMOUNT: $194,024.48

CUSTOMS RAMP REHABILITATION
CONTRACT DATE: 09/29/2020
COMPLETED DATE: 10/31/2021
ORIGINAL CONTRACT AMOUNT: $716,519.15
COMPLETED CONTRACT AMOUNT: $677,803.85

MARTIN COUNTY ANNUAL W/O #10 TROPICAL FARMS
CONTRACT DATE: 12/18/2020
COMPLETED DATE: 3/31/2021
ORIGINAL CONTRACT AMOUNT: $675,469.15
COMPLETED CONTRACT AMOUNT: $794,143.37

MARTIN COUNTY ANNUAL W/O #13 SHERIFF'S OFFICE
CONTRACT DATE: 01/22/2021
COMPLETED DATE: 3/23/2021
ORIGINAL CONTRACT AMOUNT: $169,966.25
COMPLETED CONTRACT AMOUNT: $177,569.20

GOMEZ AFFORDABLE HOUSING
CONTRACT DATE: 01/05/2021
COMPLETED DATE: 04/18/2022
ORIGINAL CONTRACT AMOUNT: $847,962.65
COMPLETED CONTRACT AMOUNT: $899,899.72

MARTIN COUNTY UTILITIES
PO BOX 9000
STUART, FL 34995

PROJECTS:
MC SOLID WASTE LANDFILL
CONTRACT DATE: 11/13/2019
COMPLETED DATE: 02/29/2020
ORIGINAL CONTRACT AMOUNT: $148,280.98
COMPLETED CONTRACT AMOUNT: $153,137.08

CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BOULEVARD
PORT ST LUCIE, FL 34984
CLYDE CUFFY (772)871-7643
FAX (772) 871-5289
EMAIL: CCUFFY@CITYOFPSL.COM
ENGINEER: GARY JONES (CAPTEC ENGINEERING)
(772) 692-4344
EMAIL: GJONES@GOCAPTEC.COM

MARCELO DIMITRIOU (772) 979-0082
ENGINEER (CULPEPPER & TERPENING)
EMAIL: MDIMITRIOU@CT-ENG.COM

PROJECTS:
ROSSER BOULEVARD SIDEWALK RECONSTRUCTION & FULL DEPTH RECLAMATION
CONTRACT DATE: 06/05/2017
COMPLETED: 02/19/2018
ORIGINAL CONTRACT AMOUNT: $1,578,570.26
COMPLTED CONTRACT AMOUNT: $1,560,234.32

TRADITION LOOP ROAD
CONTRACT DATE: 07/30/2018
COMPLETED: 01/01/2020
ORIGINAL CONTRACT AMOUNT: $3,306,048.40
COMPLETED CONTRACT AMOUNT: $3,439,463.15

EMPIRE STREET
CONTRACT DATE: 09/29/2017
COMPLETED: 01/12/2018
ORIGINAL CONTRACT AMOUNT: $136,617.00
COMPLTED CONTRACT AMOUNT: $123,839.60

INDIAN RIVER COUNTY
180 27TH STREET
VERO BEACH, FL 32960
JILL WILLIAMS (772) 226-1380
EMAIL: JWILLIAMS@IRCGOV.COM

PROJECTS:
(CR510) 85TH STREET RIGHT TURN LANE ADDITION
CONTRACT DATE: 05/01/2018
COMPLETED: 08/31/2018
ORIGINAL CONTRACT AMOUNT: $151,016.30
COMPLTED CONTRACT AMOUNT: $127,726.03

CITY OF VERO BEACH
PO BOX 1389
VERO BEACH, FL 32960
DON DEXTER (772) 978-4872
FAX (772) 770-5836
EMAIL: DDEXTER@COVB.ORG

PROJECTS:
STREET RESURFACING PROJECT
CONTRACT DATE: 08/09/2017
COMPLETED: 01/31/2018
ORIGINAL CONTRACT AMOUNT $530,930.00
COMPLETED CONTRACT AMOUNT: $327,277.00

CONN BEACH RESTORATION 2017
CONTRACT DATE: 02/24/2017
COMPLETED: 03/16/2017
ORIGINAL CONTRACT AMOUNT: $319,375.00
COMPLETED CONTRACT AMOUNT: $354,026.97

CONN BEACH RESTORATION
CONTRACT DATE: 02/15/2012
COMPLETED: 03/23/2018
ORIGINAL CONTRACT AMOUNT: $321,877.00
COMPLTED CONTRACT AMOUNT: $321,877.00

CONN BEACH RESTORATION
CONTRACT DATE: 020/15/2012
COMPLETED: 04/11/2018
ORIGINAL CONTRACT AMOUNT: $272,218.75
COMPLTED CONTRACT AMOUNT: $255,691.38

CITY OF VERO BEACH RESURFACING 2021
CONTRACT DATE: 07/01/2021
COMPLETED: 09/30/2021
ORIGINAL CONTRACT AMOUNT: $504,624.00
COMPLETED CONTRACT AMOUNT: $471,294.00

CITY OF SEBASTIAN
1225 MAIN STREET
SEBASTIAN, FL 32958
FRANK WATANABE (772) 388-8228
EMAIL: FWATANABE@CITYOFSEBASTIAN.ORG

PROJECTS:
AIRPORT DRIVE EAST - SEBASTIAN AIRPORT
CONTRACT DATE: 02/06/2014
COMPLETED: 07/30/2015
ORIGINAL CONTRACT AMOUNT: $752,741.10
COMPLETED CONTRACT AMOUNT: $705,629.09

ST LUCIE COUNTY
2300 VIRGINIA AVENUE
FORT PIERCE, FL 34982
LORI ROCKY (772) 462-2517
EMAIL: ROCKYL@STLUCIECO.ORG
ENGINEER: MARCELO DIMITRIOU (77) 979-0082
CULPEPPER & TERPENING

EMAIL: MDIMITRIOU@CT-ENG.COM

PROJECTS:
NORTH 2ND STREET
CONTRACT DATE: 03/23/2015
COMPLETED: 04/14/2018
ORIGINAL CONTRACT AMOUNT: $5,749,548.13
COMPLETED CONTRACT AMOUNT: $6,497,397.64

PRIMA VISTA BOULEVARD MILLING & RESURFACING & DRAINAGE WEST OF US HWY 1
CONTRACT DATE: 10/01/2019
COMPLETED DATE: 12/1/2021
ORIGINAL CONTRACT AMOUNT: $3,314,504.48
COMPLETED CONTRACT AMOUNT: $3,451,041.56

KEVIN LINDGREN (772) 462-2350
EMAIL: LINDGRENK@STLUCIECO.GOV

TCIA STORMWATER IMPROVEMENTS
CONTRACT DATE: 11/10/2020
COMPLETED DATE: 06/30/2021
ORIGINAL CONTRACT AMOUNT: $197,078.00
COMPLETED CONTRACT AMOUNT: $246,690.83

ST LUCIE COUNTY FIRE DISTRICT
5900 FORT PIERCE BOULEVARD
FORT PIERCE, FL 34951
JENNIFER CHAMBERS (772) 621-3380
EMAIL: JCHAMBERS@SLCFD.ORG

PROJECTS:
ST LUCIE COUNTY FIRE STATION #7
CONTRACT DATE:
COMPLETED DATE: 02/17/2020
ORIGINAL CONTRACT AMOUNT: $67,145.00
COMPLETED CONTRACT AMOUNT: $71,240.00

CITY OF STUART
121 SW FLAGLER AVENUE
STUART, FL 34994
MARC ROGOLINO (772) 221-4700
EMAIL: MROGOLINO@CI.STUART.FL.US

PROJECTS:
NE CARDINAL AVENUE - MILL & OVERLAY
CONTRACT DATE: 07/25/2019
COMPLETED: 02/17/2020
ORIGINAL CONTRACT AMOUNT: $30,680.00
COMPLETED CONTRACT AMOUNT: $83,996.50

PALM CITY ROAD RAISED CROSSWALKS
CONTRACT DATE: 10/1/2019
COMPLETED: 03/12/2020
ORIGINAL CONTRACT AMOUNT: $43,707.50
COMPLETED CONTRACT AMOUNT: $60,797.68

ZONE 2 MILL & OVERLAY
CONTRACT DATE: 12/2/2019
COMPLETED: 04/13/2020
ORIGINAL CONTRACT AMOUNT: $180,765.30
COMPLETED CONTRACT AMOUNT: $189,465.30

CITY OF FORT PIERCE
100 N. US HIGHWAY 1
FORT PIERCE, FL 34950
ED SEISSIGER (772) 467-3780
EMAIL: ESEISSIGER@CITYOFFORTPIERCE.COM

PROJECTS:
2020 STREET RESURFACING PROJECT
CONTRACT DATE: 1/6/2021
COMPLETED DATE: 1/13/2021
ORIGINAL CONTRACT AMOUNT: $263,948.80
COMPLETED CONTRACT AMOUNT: $270,668.80

ST JOHNS WATER MANAGEMENT DISTRICT
4049 REID STREET
PALATKA, FL 32308
JAMES RIDER (321) 984-4941
EMAIL: JRIDER@SJRWMD.COM

PROJECTS:
TOM LAWTON ACCESS ROAD
CONTRACT DATE: 01/18/2021
COMPLETED DATE: 04/30/2021
ORIGINAL CONTRACT AMOUNT: $180,000.00
COMPLETED CONTRACT AMOUNT: $159,750.00

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
3601 OLEANDER AVENUE
FORT PIERCE, FL 34982
JOHN WHITFORD (772) 429-4817
EMAIL: JOHN.WHITFORD@DOT.STATE.FL.US

PROJECTS:
SR76 PORT ST LUCIE TWIN BRIDGES
CONTRACT DATE: 02/5/2021
COMPLETED DATE: 03/22/2021
ORIGINAL CONTRACT AMOUNT: $230,542.76
COMPLETED CONTRACT AMOUNT: $230,542.76

BILL SMITHSON (561) 685-3273
EMAIL: BSMITHSON@K-FACTORINC.COM

E4U33 A1A INDIAN RIVER COUNTY
CONTRACT DATE: 05/11/2020
COMPLETED DATE: 2/17/2022
ORIGINAL CONTRACT AMOUNT: $6,709,661.59
COMPLETED CONTRACT AMOUNT: $6,392,680.27

GC/DEVELOPER REFERENCES

CAM CONSTRUCTION
8109 E. MARTIN LUTHER KING JR. BOULEVARD
TAMPA, FL 33619
MIKE LEMONS (713) 626-8643
FAX: (772) 626-8699
EMAIL: MLEMONS@CAMCONSTRUCTIONSERVICES.COM

PROJECTS:
DOLLAR TREE #1790 - FORT PIERCE
CONTRACT DATE: 03/01/2018
COMPLETED: 07/26/2018
ORIGINAL CONTRACT AMOUNT: $406,699.95
COMPLETED CONTRACT AMOUNT: $410,615.85

W. H. BASS, INC.
11300 JOHNS CREEK PARKWAY, SUITE 100
DULUTH, GA 30097
FRANK TATE/SARAH AKINES (770) 729-3864 OFFICE
EMAIL: FTATE@WHBASS.COM

PROJECTS:
CHICK FIL A (FORT PIERCE)
CONTRACT DATE: 020/15/2018
COMPLETED: 08/01/2018
ORIGINAL CONTRACT AMOUNT: $325,905.62
COMPLETED CONTRACT AMOUNT: $342,597.25

HOOKS CONSTRUCTION
2211 S. KANNER HIGHWAY
STUART, FL 34994
MIKE MELTZER (772) 419-8828 OFFICE
EMAIL: MIKE@HOOKSCONSTRUCTION.NET

BEN COOPER (772) 419-8828 OFFICE
EMAIL: INVOICE@HOOKSCONSTRUCTION.NET

PROJECTS:
BARON SHOPPES
CONTRACT DATE: 08/01/2017
COMPLETED: 06/30/2018
ORIGINAL CONTRACT AMOUNT: $466,926.39
COMPLETED CONTRACT AMOUNT: $489,097.72

COPPER CREEK AMENITIES CENTER
CONTRACT DATE: 05/06/2019
COMPLETED: 09/01/2020
ORIGINAL CONTRACT AMOUNT: $434,024.68
COMPLETED CONTRACT AMOUNT: $491,391.94

WIELAND CORPORATION
4162 ENGLISH OAK DRIVE
LANSING, MI 48911
JULIE LUCAS (517) 346-9643 OFFICE EXT. 102
EMAIL: JLUCAS@WIELANDBUILDS.COM

PROJECTS:
TRADITIONS PARCELS B & C (HOPCAT)
CONTRACT DATE: 09/05/2017
COMPLETED: 04/30/2018
ORIGINAL CONTRACT AMOUNT: $2,183,278.99
COMPLETED CONTRACT AMOUNT: $2,608,373.25

CULPEPPER & TERPENING, INC.
2980 S. 25TH STREET
FORT PIERCE, FL 34981
BUTCH "J.P." TERPENING (772) 464-3537 OFFICE EXT 102
EMAIL: BTERPENING@CT-ENG.COM

PROJECTS:
SEABRANCH RESIDENTIAL
CONTRACT DATE: 08/05/2016
COMPLETED: 04/30/2018
ORIGINAL CONTRACT AMOUNT: $2,183,278.99
COMPLETED CONTRACT AMOUNT: $2,608,373.25

BAYVIEW CONSTRUCTION SERVICES
4826 SE RAILWAY AVENUE
STUART, FL 34997
JOE CIARAVINO (772) 283-9300 OFFICE EXT. 104
EMAIL: JOE@BAYVIEWSCONSTRUCTION.COM

PROJECTS:
WATERBLASTING TECHNOLOGIES
CONTRACT DATE: 06/26/2017
COMPLETED: 04/30/2018
ORIGINAL CONTRACT AMOUNT: $311,000.00
COMPLETED CONTRACT AMOUNT: $253,500.90

LIVING WATER CONSTRUCTION
6574 N. STATE ROAD 7, 217
COCONUT CREEK, FL 33073
ANGELA GARGIN (954) 977-5902 OFFICE
EMAIL: LWC.ANGELA@GMAIL.COM

PROJECTS:
POPEYE'S KANNER BUSINESS PARK
CONTRACT DATE: 05/01/2017
COMPLETED: 10/31/2017
ORIGINAL CONTRACT AMOUNT: $269,560.93
COMPLETED CONTRACT AMOUNT: $287,056.45

HUNT CONSTRUCTION GROUP (AN AECOM COMPANY)
150 N. ORANGE AVENUE, SUITE 200
ORLANDO, FL 32801
JACK MCGOWAN (561) 684-3375 OFFICE
FAX: (561) 689-8531
EMAIL: JOHN.MCGOWAN@AECOM.COM

PROJECTS:
BALLPARK OF THE PALM BEACHES
CONTRACT DATE: 10/29/2015
COMPLETED: 07/05/2017
ORIGINAL CONTRACT AMOUNT: $15,757.840.71
COMPLETED CONTRACT AMOUNT: $16,139,732.35

CPG CONSTRUCTION, LLLP
200 E. CANTON AVE., SUITE 102
WINTER PARK, FL 32789
KURT VAN WAGONER (407) 741-8543 OFFICE
FAX: (407) 643-2560
EMAIL: KVANWAGONER@CPGCONSTRUCTION.COM

PROJECTS:
GROVE PARK APARTMENTS
CONTRACT DATE: 02/02/2015
COMPLETED: 03/31/2016
ORIGINAL CONTRACT AMOUNT: $3,263,841.80
COMPLETED CONTRACT AMOUNT: $3,508,048.83

FLORIDIAN NATIONAL GOLF CLUB
3700 SE FLORIDIAN DRIVE
PALM CITY, FL 34990
CHRISTY H. ZSIROS (772) 781-5010
FAX: (772) 781-1631
EMAIL: CZIROS@THEFLORIDIAN.COM

PROJECTS:
FLORIDIAN SHORELINE RESTORATION
CONTRACT DATE: 04/01/2018
COMPLETED: 09/28/2018
ORIGINAL CONTRACT AMOUNT: $592,450.00
COMPLETED CONTRACT AMOUNT: $549,755.90

PIPELINE UTLITIES, INC.
3610 FISCAL COURT
RIVIERA BEACH, FL 33404
GARY DUCOTE (561) 842-8833 OFFICE
FAX: (561) 881-0013
EMAIL: GARY@PIPELINEUTILITIES.COM

AUSTIN TYO (561) 842-8833
EMAIL: AUSTIN@PIPELINE.COM

CLAYTON JACKSON/SUZANNE ABDELLA (561) 578-1507
EMAIL: CLAYTON@PIPELINEUTILITIES.COM
EMAIL: SUZANNES@PIPELINEUTILITIES.COM

SKYFARM STRATEGIC CAPITAL, LLC
6899 COLLINS AVENUE, UNIT 2604
MIAMI, FL 33141
JEREMY SHAPIRO (305) 218-3114
EMAIL: JSHAPIRO@MAINSTREAMMIAMI.COM

VM IRON WORKS
1861 SW POMA DRIVE
PALM CITY, FL 34990
JOHNNY LORUSSO (772) 781-0318
FAX: (772) 781-6422
EMAIL: JOHNNY@VMIRONWORK.COM

SAMPSON TREE SERVICE
2170 CONANT AVENUE
PORT ST LUCIE, FL 34953
RICH SAMPSON (772) 336-3456 OFFICE
EMAIL: RICH@SAMPSONTREE.COM

MCINTYRE ELWELL & STRAMMER GENERAL CONTRACTORS, INC.
1645 BARBER ROAD
SARASOTA, FL 34240
GINA PIETSCH (941) 377-6800
EMAIL: BILLINGS@MESGC.COM

LC CONSTRUCTION FLORIDA, INC.
33 SE 5TH STREET, SUITE 100
BOCA RATON, FL 33432
STEVE COHEN (561) 789-5558
EMAIL: SCOHEN@CAPANOINC.COM

THE RED GROUP, LLC
1124 KANE CONCOURSE
BAY HARBOR ISLANDS, FL 33154
JUSTIN ANGEL (561) 699-5939
EMAIL: JANGEL0430@GMAIL.COM

FLORIDIAN PHASE 4 & 5 LOT GRADING
CONTRACT DATE: 05/22/2017
COMPLETED: 11/16/2017
ORIGINAL CONTRACT AMOUNT: $1,476,750.15
COMPLETED CONTRACT AMOUNT: $2,418,975.92

FLORIDIAN UPLAND RETAINING WALLS
CONTRACT DATE: 03/29/2017
COMPLETED: 07/05/2017
ORIGINAL CONTRACT AMOUNT: $1,152,452.15
COMPLETED CONTRACT AMOUNT: $1,130,227.15

PROJECTS:
CHRIST FELLOWSHIP PHASE II
CONTRACT DATE: 01/18/2017
COMPLETED: 07/05/2017
ORIGINAL CONTRACT AMOUNT: $743,661.93
COMPLETED CONTRACT AMOUNT: $533,956.07

DEL WEBB @ TRADITION
CONTRACT DATE: 2/19/2019
COMPLETED: 08/1/2020
ORIGINAL CONTRACT AMOUNT: $2,953,191.79
COMPLETED CONTRACT AMOUNT: $2,899,734.51

PLACE OF HOPE
CONTRACT DATE:
COMPLETED: 08/07/2020
ORIGINAL CONTRACT AMOUNT: $219,429.25
COMPLETED CONTRACT AMOUNT: $235,599.33

PULTE AT TRADITION PHASE 1
CONTRACT DATE: 08/27/2018
COMPLETED: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $2,375,583.32
COMPLETED CONTRACT AMOUNT: $2,445,983.62

PROJECTS:
INDIANTOWN COMMERCE CENTER
CONTRACT DATE: 07/01/2015
COMPLETED: 06/26/2018
ORIGINAL CONTRACT AMOUNT: $3,908,110.46
COMPLETED CONTRACT AMOUNT: $4,057,146.83

VM IRON WORKS NEW BUILDING
CONTRACT DATE: 05/01/2017
COMPLETED: 01/26/2018
ORIGINAL CONTRACT AMOUNT: $253,000.00
COMPLETED CONTRACT AMOUNT: $269,047.49

PROJECTS:
SAMPSON TREE SERVICE
CONTRACT DATE: 07/01/2017
COMPLETED: 09/25/2017
ORIGINAL CONTRACT AMOUNT: $64,108.50
COMPLETED CONTRACT AMOUNT: $71,860.80

PROJECTS:
PUBLIX #1682 - FORT PIERCE - TAYLOR CREEK
CONTRACT DATE: 02/07/2019
COMPLETED DATE: 07/09/2020
ORIGINAL CONTRACT AMOUNT: $1,164,835.00
COMPLETED CONTRACT AMOUNT: $1,271,910.00

PROJECTS:
HEMINGWAY ESTATES
CONTRACT DATE: 06/10/2019
COMPLETED DATE: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $484,983.95
COMPLETED CONTRACT AMOUNT: $493,161.13

PROJECTS:
HUNTER LAKES
CONTRACT DATE: 04/03/2019
COMPLETED: 08/19/2020
ORIGINAL CONTRACT AMOUNT: $840,000.05
COMPLETED CONTRACT AMOUNT: $9,934.44

ICONSTRUCTORS
201 N. FRANKLIN STREET, SUITE 200
DEERFIELD BEACH, FL 33441
KEVIN MURPHY (813) 287-9000
EMAIL: KMURPHY@ICONSTRUCTORS.COM

PROJECTS:
PDQ OF STUART
CONTRACT DATE: 06/10/2019
COMPLETED: 11/25/2019
ORIGINAL CONTRACT AMOUNT: $304,324.92
COMPLETED CONTRACT AMOUNT: $320,114.90

GIL HYATT CONSTRUCTION
1082 NE 4TH STREET
ORLANDO, FL 33334
ERIKA MASSENGALE (954) 772-2066
EMAIL: ERIKA.M@GILHYATT.COM

DIANA KELLER (954) 772-2061
EMAIL: DIANA.KELLER@GILHYATT.COM

PROJECTS:
TAX OFFICE PSL BURGER KING
CONTRACT DATE: 06/11/2019
COMPLETED: 03/11/2020
ORIGINAL CONTRACT AMOUNT: $423,512.45
COMPLETED CONTRACT AMOUNT: $447,558.49

CHICK FIL A DELRAY BEACH
CONTRACT DATE: 06/10/2019
COMPLETED: 12/31/2019
ORIGINAL CONTRACT AMOUNT: $110,830.90
COMPLETED CONTRACT AMOUNT: $121,493.21

THE LAZARUS GROUP
1239 SW 34TH STREET
PALM CITY, FL 34990
BOB HOFFER (772) 260-0874
EMAIL: LAZARUSGROUP2000@YAHOO.COM

PROJECTS:
ISLAND COUNTRY ESTATES
CONTRACT DATE: 01/31/2020
COMPLETED: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $223,050.00
COMPLETED CONTRACT AMOUNT: $223,050.00

IMPERIAL WOODS
CONTRACT DATE: 04/30/2020
COMPLETED: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $10,000.00
COMPLETED CONTRACT AMOUNT: $10,000.00

MARINER SANDS COUNTRY CLUB, INC.
6500 SE MARINER SANDS DRIVE
STUART, FL 34997
LIZ FOSTER (772) 221-7300
EMAIL: LFOSTER@MARINERSANDS.COM

PROJECTS:
MARINER SANDS
CONTRACT DATE: 08/23/2019
COMPLETED: 05/31/2020
ORIGINAL CONTRACT AMOUNT: $275,920.00
COMPLETED CONTRACT AMOUNT: $378,442.00

SHELTRA & SONS CONTRACTING, INC.
6655 49TH STREET
VERO BEACH, FL 32967
RAY SHELTRA (772) 563-8161
EMAIL: RAY@SHELTRACONTRACTING.COM

PROJECTS:
LOST TREE PRESERVE
CONTRACT DATE: 04/18/2020
COMPLETED: 05/20/2020
ORIGINAL CONTRACT AMOUNT: $213,800.00
COMPLETED CONTRACT AMOUNT: $220,992.00

PGA VILLAGE HOME OWNERS ASSOCIATION
2140 NW RESERVE PARK TRACE
PORT ST LUCIE, FL 34986
BRIAN GOOD (772) 794-4083
EMAIL: BRIAN.GOOD@KIMLEYHORN.COM

PROJECTS:
PGA VILLAGE
CONTRACT DATE: 05/19/2020
COMPLETED: 06/27/2020
ORIGINAL CONTRACT AMOUNT: $152,692.25
COMPLETED CONTRACT AMOUNT: $150,974.65

MASON DEVELOPMENT & CONSTRUCTION
880 JUPITER PARK DRIVE, SUITE 10
JUPITER, FL 33458
CRAIG R. MASON (561) 309-7223
EMAIL: CMASON@MASONDC.COM

PROJECTS:
HARBOUR CAY
CONTRACT DATE: 07/15/2020
COMPLETED: 09/02/2020
ORIGINAL CONTRACT AMOUNT: $356,000.00
COMPLETED CONTRACT AMOUNT: $103,295.15

ASPHALT PAVING SYSTEMS, INC.
9021 WIRE ROAD
ZEPHYRHILLS, FL 33540
TOMMY DONALD (813) 455-2469
EMAIL: TD.DONALD@HOTMAIL.COM

PROJECTS:
BREVARD ROAD PAVING
CONTRACT DATE: 07/24/2020
COMPLETED: 08/31/2020
ORIGINAL CONTRACT AMOUNT: $468,071.15
COMPLETED CONTRACT AMOUNT: $397,601.90

WEST MELBOURNE MILL & OVERLAY
CONTRACT DATE: 09/30/2020
COMPLETED: 10/31/2020
ORIGINAL CONTRACT AMOUNT: $247,252.50
COMPLETED CONTRACT AMOUNT: $234,060.02

EMERSON DRIVE
CONTRACT DATE: 10/21/2020
COMPLETED: 1/31/2021
ORIGINAL CONTRACT AMOUNT: $584,047.00
COMPLETED CONTRACT AMOUNT: $591,406.00

RDP 11, LLC
140 E. MORSE BOULEVARD, #J
WINTER PARK, FL 32789
ROBERT GIERKE (407) 766-1000
EMAIL: RGIERKE@RETAILDEVELOPMENTPROPERTIES.COM

PROJECTS:
BURGER KING TRADITIONS
CONTRACT DATE: 05/02/2019
COMPLETED: 03/13/2020
ORIGINAL CONTRACT AMOUNT: $301,287.46
COMPLETED CONTRACT AMOUNT: $301,216.91

BLUEWATER BUILDERS, INC.
3900 NW 126TH AVENUE
CORAL SPRINGS, FL 33065
BOB BUHLMAIER
EMAIL: BBUHLMAIER@BLUEWATERBUILDERS.COM

PROJECTS:
MASERATI OF STUART
CONTRACT DATE: 03/04/2019
COMPLETED: 12/31/2019
ORIGINAL CONTRACT AMOUNT: $251,838.00
COMPLETED CONTRACT AMOUNT: $272,606.00

ARCO/MURRAY NATIONAL CONSTRUCTION COMPANY, INC.
3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515
PAUL WAGNER (901) 387-9146
EMAIL: PWAGNER@ARCOMURRAY.COM

PROJECTS:
PROJECT BOURBON
CONTRACT DATE: 07/18/2018
COMPLETED: 12/31/2019
ORIGINAL CONTRACT AMOUNT: $2,434,015.78
COMPLETED CONTRACT AMOUNT: $2,761,509.33

KAMRELL MANAGEMENT CONSTRUCTION, INC.
2441SE GOLFWOOD DRIVE
STUART, FL 34994
BRUCE TYRRELL (561) 288-6205
EMAIL: BMT@INVESTMENTS10.COM
ENGINEER: DAVID BROWN, C. CALVERT MONTGOMERY & ASSOCIATES, INC.

PROJECTS:
KAMRELL MANAGEMENT
CONTRACT DATE: 05/09/2018
COMPLETED: 04/17/2020
ORIGINAL CONTRACT AMOUNT: $303,890.77
COMPLETED CONTRACT AMOUNT: $305,126.86

HOAR CONSTRUCTION
TWO METROPLEX DRIVE
BIRMINGHAM, AL 35209
KERRY HENDRICKS (205) 423-2357
EMAIL: KHENDRICKS@HOAR.COM
ENGINEER: CAPTEC ENGINEERING

PROJECTS:
HEALTHSOUTH REHAB
CONTRACT DATE: 01/23/2019
COMPLETED: 01/28/2020
ORIGINAL CONTRACT AMOUNT: $205,465.00
COMPLETED CONTRACT AMOUNT: $222,211.00

RICH PROPERTIES
908 SE TOWN PLACE BOULEVARD
PORT ST LUCIE, FL 34952
JAIME FOLEY (772) 446-7344
EMAIL: TLACONSTRUCTION@RICHPROPERTIESFL.COM

PROJECTS:
TORINO LAKES MULTIFAMILY DEVELOPMENT
CONTRACT DATE: 02/23/2017
COMPLETED: 12/31/2019
ORIGINAL CONTRACT AMOUNT: $1,672,265.00
COMPLETED CONTRACT AMOUNT: $1,740,791.93

A1 PROFESSIONAL CONTRACTING, LLC.
2295-B SW MARTIN HIGHWAY
PALM CITY, FL 34990
JIMMY VOGT (772) 267-2399
EMAIL: INVOICEA1PRO@GMAIL.COM

PROJECTS:
INDIANWOOD GOLF CLUBHOUSE & PRO SHOP
CONTRACT DATE: 05/09/2018
COMPLETED:
ORIGINAL CONTRACT AMOUNT: $443,600.00
COMPLETED CONTRACT AMOUNT: $594,950.75

BARTON MALOW COMPANY
525 PEACOCK BOULEVARD
PORT ST LUCIE, FL 34986
MARK SCHLICKAU (321) 303-3174
EMAIL: MARK.SCHLICKAU@BARTONMALOW.COM

PROJECTS:
ST LUCIE SPORTS COMPLEX
CONTRACT DATE: 03/27/2019
COMPLETED: 01/25/2021
ORIGINAL CONTRACT AMOUNT: $2,000,740.00
COMPLETED CONTRACT AMOUNT: $2,112,898.00

LANDSOUTH CONSTRUCTION, LLC
4233 PABLO PROFESSIONAL COURT, SUITE 101
JACKSONVILLE, FL 32224
ELISE LOCURCIO (904) 273-6004
EMAIL: ELOCURCIO@LANDSOUTH.COM

PROJECTS:
VILLAGE ON THE COMMONS
CONTRACT DATE: 11/4/2019
COMPLETED: 08/31/2020
ORIGINAL CONTRACT AMOUNT: $2,049,000.00
COMPLETED CONTRACT AMOUNT: $2,322,391.07

THE DOUGLAS COMPANY
1716 PERRYSBURG-HOLLAND ROAD
HOLLAND, OH 43528
TYLER BRUMBAUGH (419) 309-1469
EMAIL: TBRUMBAUGH@DOUGLASCOMPANY.COM

PROJECTS:
HARBOR CHASE
CONTRACT DATE: 03/07/2019
COMPLETED: 01/25/2021
ORIGINAL CONTRACT AMOUNT: $1,325,023.47
COMPLETED CONTRACT AMOUNT: $1,464,736.85

THOMPSON THRIFT
901 WABASH AVENUE, SUITE 300
TERRE HAUTE, IN 47807
JENNIFER WALKER (812) 242-1187
EMAIL: JWALKER@THOMPSONTHRIFT.COM

PROJECTS:
AXIS ONE BY WATERMARK
CONTRACT DATE: 10/15/219
COMPLETED: 06/30/2022
ORIGINAL CONTRACT AMOUNT: $2,710,633.00
COMPLETED CONTRACT AMOUNT: $2,857,766.53

BARNARD CONSTRUCTION COMPANY, INC.
PO BOX 99
BOZEMAN, MT 59771-0099
SPENCER LELIGDOWICZ (406) 850-1535
EMAIL: SPENCER.LELIGDOWICZ@BARNARD-INC.COM

PROJECTS:
C-44 RESERVOIR
CONTRACT DATE: 3/2/2020
COMPLETED: 06/30/2021
ORIGINAL CONTRACT AMOUNT: $3,464,568.96
COMPLETED CONTRACT AMOUNT: $3,225,619.28

PRECISE CONSTRUCTION, INC.
435 5TH AVENUE NORTH
ST. PETERSBURG, FL 33701
BILL ROACH (813) 241-2403
EMAIL: BILL.ROACH@PRECISECONSTRUCTION.COM

PROJECTS:
VERO BEACH MOB
CONTRACT DATE: 04/02/2020
COMPLETED: 09/30/2021
ORIGINAL CONTRACT AMOUNT: $2,520,885.15
COMPLETED CONTRACT AMOUNT: $3,189,454.12

ASPHALT PAVING SYSTEMS
9021 WIRE ROAD
ZEPHYRHILLS, FL 33540
DAVE GANNON (813) 788-0010
EMAIL: DGANNONAPS@GMAIL.COM

PROJECTS:
PALM BAY - UNIT 11 - GARVEY ROAD
CONTRACT DATE: 04/22/2020
COMPLETED: 09/01/2020
ORIGINAL CONTRACT AMOUNT: $4,084,472.00
COMPLETED CONTRACT AMOUNT: $4,573,714.42

PROJECTS:
PALM BAY UNITS - PHASE II
CONTRACT DATE: 07/28/2020
COMPLETED: 02/28/2021
ORIGINAL CONTRACT AMOUNT: $6,107,151.50
COMPLETED CONTRACT AMOUNT: $2,629,262.70

MASON DEVELOPMENT & CONSTRUCTION COMPANY
880 JUPITER PARK DRIVE, SUITE 10
JUPITER, FL 33458
CRAIG R MASON (561) 309-7223
EMAIL: CMASON@MASONDC.COM

PROJECTS:
HARBOUR CAY
CONTRACT DATE: 07/15/2020
COMPLETED: 09/02/2020
ORIGINAL CONTRACT AMOUNT: $356,000.00
COMPLETED CONTRACT AMOUNT: $103,295.15

EASTPOINTE HOA C/O SEACREST SERVICES
13560 EASTPOINTE BOULEVARD
PALM BEACH GARDENS, FL 33418
KEITH JACKSON (561) 655-1151
EMAIL: KJACKSON@ENGENUITYGROUP.COM

PROJECTS:
EASTPOINTE PAVEMENT REHABILITATION
CONTRACT DATE: 10/06/2020
COMPLETED: 03/31/2021
ORIGINAL CONTRACT AMOUNT: $399,310.00
COMPLETED CONTRACT AMOUNT: $379,997.51

TIM ROSE CONTRACTING
1360 OLD DIXIE HIGHWAY SW #106
VERO BEACH, FL 32962
TIM ROSE (772) 564-7800
EMAIL: TIMROSE7@COMCAST.NET

PROJECTS:
58TH AVENUE ROADWAY IMPROVEMENTS
CONTRACT DATE: 09/11/2020
COMPLETED: 01/18/2021
ORIGINAL CONTRACT AMOUNT: $1,883,345.00
COMPLETED CONTRACT AMOUNT: $1,664,504.20

MUNICIPAL CONTRACTING
8958 CYPRESS GROVE LANE
WEST PALM BEACH, FL 33411
D. SCOT PAULITSCH (561) 951-0033
EMAIL: SCOT@MUNICONTRACTORS.COM

PROJECTS:
MURPHY ROAD RESURFACING
CONTRACT DATE: 06/15/2021
COMPLETED: 06/27/2021
ORIGINAL CONTRACT AMOUNT: $384,000.00
COMPLETED CONTRACT AMOUNT: $298,031.00

OHL - ARELLANO CONSTRUCTION COMPANY
7051 SW 12TH STREET
MIAMI, FL 33144
LANE COLLINS (772) 249-1536
EMAIL: LANE.COLLINS@OHLNA.COM

PROJECTS:
ARDIE R. COPAS STATE
CONTRACT DATE: 12/13/2018
COMPLETED: 02/28/2022
ORIGINAL CONTRACT AMOUNT: $2,523,333.00
COMPLETED CONTRACT AMOUNT: $3,381,435.77

TREVIICOS
38 THIRD AVENUE, 3RD FLOOR
CHARLESTOWN, MA 32129
DANIEL KOZIOL (857) 260-2064
EMAIL: DKOZIOL@TREVIICOS.COM

PROJECTS:
EMERGENCY ROAD REPAIRS AT HHD TO-04
CONTRACT DATE: 09/01/2021
COMPLETED: 01/25/2022
ORIGINAL CONTRACT AMOUNT: $157,106.63
COMPLETED CONTRACT AMOUNT: $189,398.63

B & B SITE DEVELOPMENT
1505 - CS PARROTT AVENUE
OKEECHOBEE, FL 34972
PHIL BAUGHMAN (863) 634-7194
EMAIL: BBSITEDEVELOPMENTINC@GMAIL.COM

PROJECTS:
NEXAIR PARKING LOTS
CONTRACT DATE: 8/26/2021
COMPLETED: 12/21/2021
ORIGINAL CONTRACT AMOUNT: $235,885.72
COMPLETED CONTRACT AMOUNT: $142,221.96

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 12,2024

C.W. ROBERTS CONTRACTING, INC.
3660 HARTSFIELD ROAD
TALLAHASSEE, FLORIDA 32303

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Milling, Reinforced Earth Walls, Rip Rap Rubble, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2025.**

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 493846

Entity Name: C. W. ROBERTS CONTRACTING, INCORPORATED

FILED
Jan 10, 2024
Secretary of State
5865377349CC

Current Principal Place of Business:

3660 HARTSFIELD ROAD
TALLAHASSEE, FL 32303

Current Mailing Address:

P.O. BOX 16279
TALLAHASSEE, FL 32317 US

FEI Number: 59-1683951

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

CAPITOL CORPORATE SERVICES, INC.
515 EAST PARK AVENUE
2ND FL
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	FLOWERS, ROBERT P
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	C
Name	FLEMING, NED
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	VP
Name	SAVOY, STUART
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	VP
Name	STRAIN, JAMES(JIMMY) A
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	SECRETARY
Name	DELISLE, ROBERT
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	VP, ASST. SECRETARY, TREASURER
Name	MATTESON, MARK R
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	VP
Name	RILEY, CHRIS
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	V.P.
Name	ARMSTRONG, M. BRETT
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT P. FLOWERS PRESIDENT 01/10/2024

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	VAS
Name	STEELE, MATTHEW
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	AS
Name	BROOKS, J RYAN
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	V
Name	HOFFMAN, GREGORY A
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	V
Name	MORETZ, JAMES W
Address	PO BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	CEO
Name	SMITH, FRED J III
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

City of Fort Pierce, Florida
100 N. US Highway 1
Fort Pierce, FL 34950
(772) 467-3065

Amount Paid: $25.00 Issued: August 16, 2023

Comp Card Expires:	September 30, 2024
State License Expires:	CGC1505785 08/31/24
Worker's Comp Expires:	ZAWCI9966601 10/01/23
Liability Ins. Expires:	ZAGLB9247601 10/01/23

City of Fort Pierce, Florida
Certificate of Competency

GENERAL CONTRACTOR (CERTIFIED)

Control #0048204 License # 24-00031022

C.W. ROBERTS CONTRACTING, INC.
FLOWERS, ROBERT POWELL
3660 HARTSFIELD RD
TALLAHASSEE FL 32303

C.W. ROBERTS CONTRACTING, INC.
3660 HARTSFIELD RD

TALLAHASSEE FL 32303

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

Meeting Date: 07/01/2024

Re: Florida League of Cities 2024 Annual Conference

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Travel for Commissioner Arnold Gaines, to attend the Florida League of Cities Annual Conference in Hollywood, Florida from August 14, 2024 to August 17, 2024 in the amount of $1608.94.

SUMMARY:

FLC is a great resource for elected officials.

RECOMMENDATION:

Approval

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Arnold Gaines, City Commissioner

Attachments

FLC Travel Documents

FY 2024 Commission Department Budget Report

Form Review

Form Started By: Latoya Ransom Started On: 06/11/2024 03:43 PM

Final Approval Date: 06/11/2024

REGISTRATION INFORMATION
FLC Annual Conference

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
The Diplomat Beach Resort
3555 South Ocean Drive
Hollywood, FL 33019
954-602-6000

DATE: **06/11/24**

1. TRAVELER'S NAME: Arnold Gaines
2. DEPARTURE DATE: 8/14/2024
3. RETURN DATE: 8/17/2024
4. DESTINATION: Hollywood Florida
5. CODE CHARGE: **001-1000-540300**
6. AMT BUDGETED: 15,000.00

7. BALANCE AVAILABLE: **$7,853.96**

DEPARTMENT: Commission
DEPARTURE TIME: 3:00 PM
RETURN TIME: 3:00 PM
PURPOSE: FLC Annual Conference

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		600.00		
* HOTEL BILL: Confirmation # H501GLEX		597.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.67 242			162.14	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			98.40	
* MISC. EXPENSES				
MEALS				
2 BREAKFAST @ $8.00			16.00	
3 LUNCH @ $8.00			24.00	
4 DINNER @ $20.00			80.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			8.40	
15% GRATUITIES			18.00	
TOTALS	0.00	1,197.00	411.94	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY:

_____
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/24 DLN
FLC Annual Conference

FLORIDA LEAGUE OF CITIES

ANNUAL CONFERENCE

AUGUST 15-17, 2024

THE DIPLOMAT BEACH RESORT

HOLLYWOOD, FL

REGISTRATION INFORMATION

Paid registration is required to receive housing information, so sign up early! **See page 6 for details.**

Hotel Reservation Deadline: July 12, 2024
Conference Registration Deadline: August 2, 2024

#FLCITIES2024

General Information

The Florida League of Cities (FLC) 2024 Annual Conference will be held August 15-17, 2024, at the Diplomat Beach Resort in Hollywood.

The conference is an opportunity for municipal officials and senior staff to enhance leadership skills, learn from municipal experts, share ideas with peers, discuss strategies for Florida's future and discover the latest products and services for municipal governments.

This year's conference will include breakout sessions, committee meetings, keynote presentations, awards and more. Don't miss this opportunity to learn, network and share.

Location/Dates
The Diplomat Beach Resort – Hollywood, FL
Thursday, August 15 - Saturday, August 17, 2024

Registration Hours

Wednesday, August 14:	12:00 p.m. - 4:30 p.m.
Thursday, August 15:	7:00 a.m. - 7:00 p.m.
Friday, August 16:	7:30 a.m. - 5:00 p.m.
Saturday, August 17:	7:30 a.m. - 4:00 p.m.

REGISTRATION FEES

City/County/Government ($600), **Corporate** ($700) and **Guest** ($175): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and Installation and the Inaugural Celebration on Saturday night.

NOTE: Registrants are defined as any elected government official or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other nonprofessional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years ($20) and **Child Guest 3-12 years** ($15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registrations do not include Saturday's Past Presidents' Luncheon or the Inaugural Celebration.**

REGISTRATION PROCEDURES

Online Registration – Credit Cards Only
Visit ***flcities.com/annualconference*** to access online registration and pay with your Visa, Mastercard or American Express. You will receive your conference confirmation immediately via email. Conference confirmations include your registration information, totals and housing instructions. Please check your confirmation carefully to verify that all information is correct and inform the League immediately of any errors.

Mail Registration – Checks Only
To pay via check, fill out the registration form on page 7, attach your check for the appropriate fee and mail it to the League office by **Friday, August 2, 2024**. Name badges and other information can be picked up at the conference registration desk.



General Information

DEADLINES

Registration – Conference registrations must be received no later than **Friday, August 2, 2024**. If you are unable to meet this deadline, please register on-site. **NOTE: Registration fees will increase to $630 for government and $730 for corporate registrants for all registrations done on-site**, so we encourage you to register in advance.

Hotel Reservations – The cutoff date for reservations at the Diplomat is **July 12, 2024**. Reservations must be made via an FLC-provided registration link only; no one will receive housing information until **after** their **paid** registration is received. Please see page 6 for more details.

Cancellation Policy
Conference registration cancellation requests must be sent in writing via email to ***mhowe@flcities.com***. All cancellations received in the FLC office by 5:00 p.m. **Friday, August 2, 2024**, will receive refunds, minus a **$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 2 or for early departure from the conference.**

Hotel reservations must be cancelled no later than **72 hours** prior to the scheduled arrival date to avoid a penalty of one night's room and tax.

Special Needs
If you are physically challenged and require special services, or if you have special dietary needs (i.e., allergies or kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

Certification Credit
This conference qualifies for 10 points in our **Certified Elected Municipal Official** program. Visit ***flcities.com/certificate*** for details or contact Christen Barton at ***cbarton@flcities.com*** for more details.

Live Feeds via Social Media
The League will be posting real-time updates and photos via Facebook, Instagram and X during the conference. Follow @FLCities on all major platforms. Connect with the conversation or pose questions by using the hashtag **#FLCities2024** in all your conference-related posts.

Thursday is City Shirt Day!
We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 15**.

Contact Information
For additional information, please contact Melanie Howe at ***mhowe@flcities.com*** or 850.222.9684.

Tentative Program

Following is a tentative schedule of conference events. Be sure to check our website for updates!

WEDNESDAY, AUGUST 14, 2024

12:00 p.m. - 4:30 p.m.
Registration Desk Open

1:00 p.m. - 2:00 p.m.
Florida League of Mayors Nominating Committee Meeting

2:30 p.m. - 4:00 p.m.
Florida League of Mayors Forum
*Additional registration required through the Florida League of Mayors; contact **Rachel Embleton** at **rembleton@flcities.com** for more details.*

4:15 p.m. - 5:15 p.m.
Florida League of Mayors Business Meeting
*For more information, contact **Rachel Embleton** at **rembleton@flcities.com**.*

5:30 p.m. - 6:30 p.m.
Florida League of Mayors Reception
*Additional registration required through the Florida League of Mayors; contact **Rachel Embleton** at **rembleton@flcities.com** for more details.*

THURSDAY, AUGUST 15, 2024

7:00 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 10:00 a.m.
Florida League of Mayors Board of Directors Meeting

8:00 a.m. - 12:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four hours of specific continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four-hour session includes two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes) and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

NOTE: Registration is limited to the first 175 people and will be on a first-come, first-served basis.

10:00 a.m. - 7:30 p.m.
Exhibit Hall Open

1:00 p.m. - 2:30 p.m.
Legislative Policy Committee Joint Meeting

1:00 p.m. - 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO), but it is not a substitute for the two-day IEMO class.

3:15 p.m. - 4:30 p.m.
Workshops

5:15 p.m. - 6:00 p.m.
Speed Networking
Whether you've just arrived or spent the day in pre-conference workshops and committees, this event will be an energetic ending to the day! Come join your colleagues to meet new friends in a fast-paced, fun environment just before the President's



Tentative Program

Reception. League staff will also be available to answer your conference questions. Please wear your badge and come ready to smile, meet, greet and kick off the League's biggest gathering of the year!

6:00 p.m. - 7:30 p.m.
President's Welcome Reception in the Exhibit Hall

FRIDAY, AUGUST 16, 2024

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
*Additional registration required through the Florida Black Caucus of Local Elected Officials; contact **Caressa Andrews-Moye** at **candrewsmoye@flcities.com** for more details.*

7:30 a.m. - 8:30 a.m.
FREE Sunrise Yoga
*Join us overlooking the beach for a sunrise yoga class. Flow with grace in a variety of postures designed to open up your mind, body and heart. This relaxing class will be led by a certified personal trainer and is great for individuals at all levels of fitness. You don't need to bring a yoga mat, but be sure to wear comfortable clothing. There is no charge for the event, **but pre-registration is required**, and the class is limited to the **first 40 participants**.*

7:30 a.m. - 9:00 a.m.
Continental Breakfast in the Exhibit Hall

7:30 a.m. - 1:15 p.m.
Exhibit Hall Open

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:15 a.m. - 9:15 a.m.
Federal Action Strike Team (FAST) Meeting

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
Opening General Session
*Featuring the presentation of the E. Harris Drew Award and a keynote presentation by **Richard Florida**.*


Photo courtesy of Zanetti Photography
Richard Florida

Richard Florida is the world's leading urbanist and international best-selling author of "The Rise of the Creative Class." He is a pioneering researcher and professor at the University of Toronto. He is co-founder of *The Atlantic's*, and now Bloomberg's, CityLab, the leading publication devoted to cities and urbanism. Florida is also the founder of the Creative Class Group, advising companies such as BMW, Audi, Starwood Hotels, Facebook, Instagram, Converse, Microsoft and several others. He serves as a board member with many of the leading real estate, urban innovation and venture capital firms across the globe.

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Exhibit Hall (Cash Sales)

1:30 p.m. - 2:45 p.m.
Workshops

3:00 p.m. - 4:00 p.m.
Workshops

Tentative Schedule

4:15 p.m. - 5:15 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open

SATURDAY, AUGUST 17, 2024

7:30 a.m. - 8:30 a.m.
Various Local/Regional League Breakfast Meetings
Contact your local league for more information. Note that an RSVP is required by August 1 in order to guarantee a seat at a breakfast.

7:30 a.m. - 4:00 p.m.
Registration Desk Open

9:00 a.m. - 9:45 a.m.
Annual Business Meeting

10:00 a.m. - 11:45 a.m.
Second General Session
Featuring recognition of the Years of Service awards and a keynote address by **Erica Dhawan.**


Erica Dhawan

Erica Dhawan is an internationally recognized leading authority, speaker and advisor on 21st century teamwork, collaboration and innovation.

Named as one of the top 50 management thinkers in the world by Thinkers50, she is the author of two bestselling books, "Get Big Things Done: The Power of Connectional Intelligence" and "Digital Body Language: How to Build Trust and Connection, No Matter the Distance." As we continue to experience an increasingly digital world where work practices are changing at a blistering pace, Dhawan shares innovative strategies to unlock the collective power of teams, build a culture of trust across any distance and create authentic engagement to ensure competitiveness. Rated No. 1 on the Top Women Keynote Speakers list, Dhawan frequently appears in the Harvard Business Review, Fast Company and The Wall Street Journal. She holds degrees from Harvard University, MIT Sloan and The Wharton School.

12:00 p.m. - 1:45 p.m.
Past Presidents' Luncheon and Installation of New President

2:00 p.m. - 3:00 p.m.
Workshop

6:15 p.m. - 11:00 p.m.
Inaugural Celebration
Don your best cocktail attire and enjoy a night under the big top with **iL CiRCo.** Be amazed by acrobats and contortionists, watch impressive feats of balance and juggling skills and marvel at the grace of the aerialists. After the show, enjoy drinks and dancing late into the night.

Schedule and speakers subject to change.

Conference Housing Information

The **Diplomat Beach Resort*** will serve as the conference hotel. It is located at 3555 S. Ocean Drive in Hollywood. The hotel's phone is 954.602.6000. (**NOTE**: Reservations may be made via an FLC-provided reservation link only. Please **do not** call the Diplomat to make reservations until you receive this code.) FLC has secured the reduced rate of **$32.80** per day for self-parking and **$41.60** per day for valet parking.

The landmark Diplomat sits right on Hollywood Beach and features incredible views of the Atlantic. The hotel boasts a spectacular two-level lagoon-style pool and many water activities. Visit the hotel's website at ***diplomatresort.com*** for more details. **The Diplomat is a smoke-free property.**

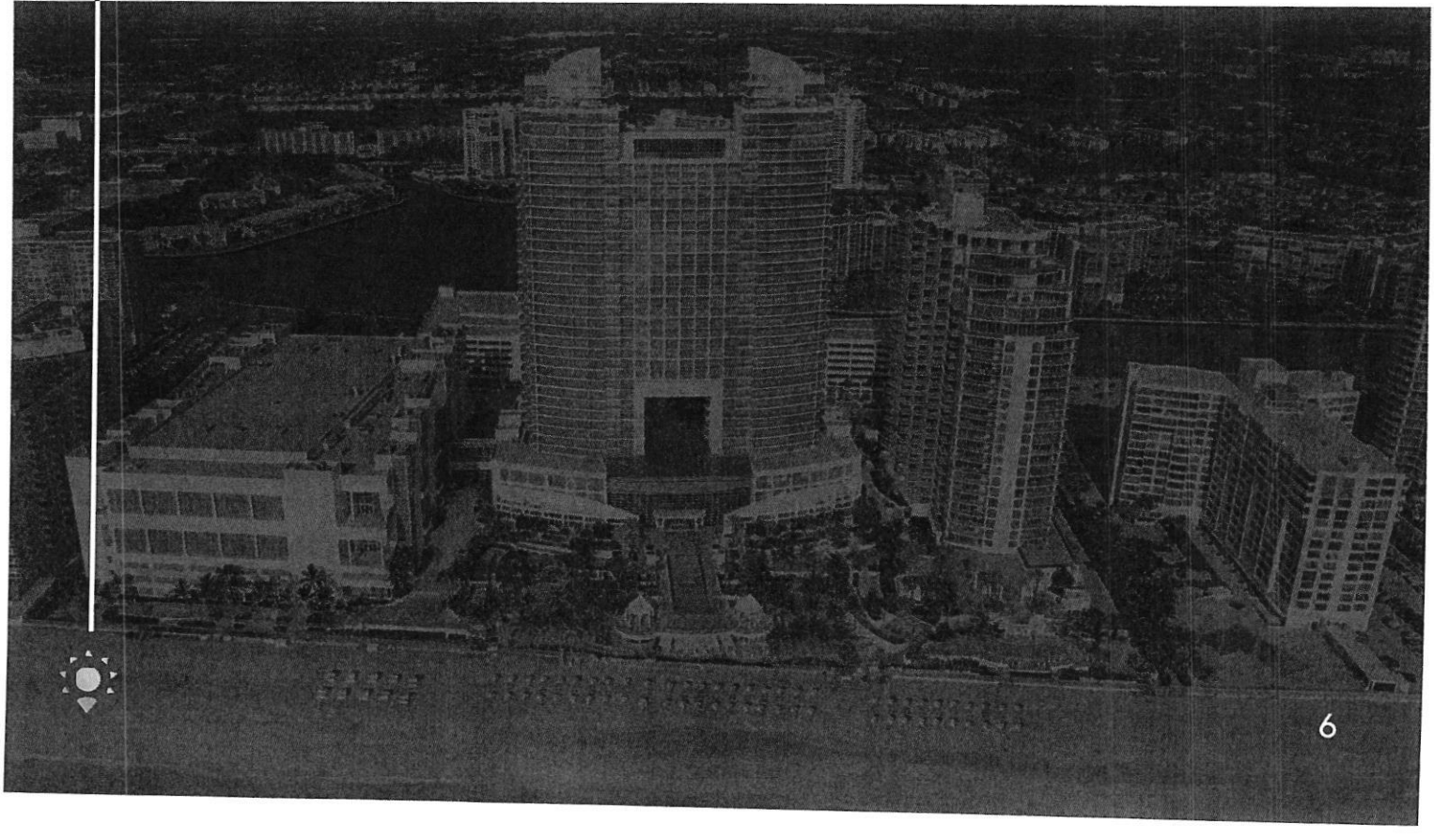
**The Diplomat's lobby and upper pool deck will be under renovations during our conference.*

ROOM RESERVATIONS – IMPORTANT – PLEASE READ

In order to protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via email.

Please note that the reservation cutoff date at the Diplomat is **July 12, 2024**, and the rate is **$199/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone or the exact date on which the hotel block will sell out, **so please register early**.



FLORIDA LEAGUE OF CITIES

ANNUAL CONFERENCE

AUGUST 15-17 • HOLLYWOOD, FL

Registration Form

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | 850.222.9684 | Fax 850.222.3806 | *mhowe@flcities.com*

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757, or visit the League website, ***flcities.com/annualconference,*** to access online registration. **NOTE: Credit card payments may be made online only.**

DELEGATE INFORMATION

Name: _____ (*First*) | _____ (*M.I.*) | _____ (*Last*)

First Name or Nickname: _____ (*As You Wish to Appear on Badge*)

Title: _____ Affiliation: _____ (*City, County, Government or Company*)

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address (for confirmations): _____ (*Please provide the address of the person who should receive the confirmation.*)

First-Time Attendee? ☐ Yes ☐ No

Will you be attending Saturday night's Inaugural Celebration? ☐ Yes ☐ No

GUEST INFORMATION (PLEASE COMPLETE ONLY IF REGISTERING A GUEST FOR THE CONFERENCE.)

Guest's Name: _____ First Name: _____ (*As You Wish to Appear on Badge*)

Child's Name: _____ Age: _____ First Name: _____ (*As You Wish to Appear on Badge*)

Child's Name: _____ Age: _____ First Name: _____ (*As You Wish to Appear on Badge*)

REGISTRATION FEES	NO.	FEE	TOTAL FEE
City/County/Government	____	@ $600.00*	$ _____
Corporate	____	@ $700.00*	$ _____
Guest	____	@ $175.00	$ _____
Guest (13-18 years)	____	@ $20.00	$ _____
Guest (3-12 years)	____	@ $15.00	$ _____

OPTIONAL ACTIVITIES	NO.	FEE	TOTAL FEE
Friday, August 16			
Sunrise Yoga	____	@ $0.00	$ _____
Saturday, August 17			
Extra Luncheon Ticket	____	@ $50.00	$ _____
Extra Inaugural Celebration Ticket	____	@ $75.00	$ _____
		Total	**$** _____

***NOTE: Registration fees will increase to $630 for government and $730 for corporate for all registrations done on-site.**

SPECIAL NEEDS

If you require special services or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Registration forms must be postmarked by **August 2, 2024. Remember:** You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

All cancellations received in writing via email to ***mhowe@flcities.com*** and received by 5:00 p.m. **August 2, 2024,** will receive refunds, minus a **$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 2 or for early departure from the conference.**

Latoya Ransom

From: memberservices@flcities.com
Sent: Monday, June 10, 2024 12:29 PM
To: Latoya Ransom
Subject: Order Confirmation

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Order Confirmation

Here are the details of your order. Please retain this email for your records.

Order Number: 142741
Order Date: Jun 10, 2024 12:26 PM
Bill To: Arnold S. Gaines
Order Total: 600.00
Payment Method: Visa **********0908 06/2029
Name on Card: Dana Neville

Item	Price	Quantity	Total
FLC 2024 Annual Conference - Arnold S. Gaines *When:* Aug 15, 2024 8:00 AM - Aug 17, 2024 11:00 PM *Where:* The Diplomat Beach Resort 3555 S. Ocean Dr. Hollywood, FL 33019 *Registration option:* Aug 15, 2024 8:00 AM - Registration - City, County or Agency	600.00	1	600.00

Item Total	600.00
Shipping	0.00
Handling	0.00
Item Grand Total	600.00
Transaction Grand Total	600.00
Payment Amount	600.00
Balance due	0.00

Florida League of Cities

August 13, 2024 - August 17, 2024

Your reservation is complete!

Thank you for booking!

UNIQUE UPGRADE OPPORTUNITY

ARNOLD GAINES - Please Read Regarding This Reservation

Premium rooms may go unsold and can be offered at check-in for as little as **$30** extra per night!

Show My Custom Upgrade Learn More



+ USD 200.0C

+Taxes & Fees

The Diplomat Beach Resort, Curio Collection by Hilton

3555 South Ocean Drive

Hollywood , FL 33019 , UNITED STATES



+ USD 100.00

+Taxes & Fees

HOTEL REWARDS PROGRAM

Hilton HONORS Click here to Join Hilton Honors



+ USD 100.00

+Taxes & Fees

2 Double Beds Partial Ocean View

Edit Cancel Add to calendar

Acknowledgment number: H50IGLEX

CHECK-IN	CHECKOUT
Wed, Aug 14, 2024	Sat, Aug 17, 2024

Guests

Arnold Gaines



+ USD 80.00 ,

+Taxes & Fees



Poolside Cabanas

Refresh poolside in pampered privacy

Show details



Water Recreation

Engage in activities for every level of adventurer

Show details





Beachside Rentals

Soak up the sun in beachside comfort

Show details



Local Attractions

Attractions, Dining, Shopping

Show details

+ USD 80.00 ,

+Taxes & Fees

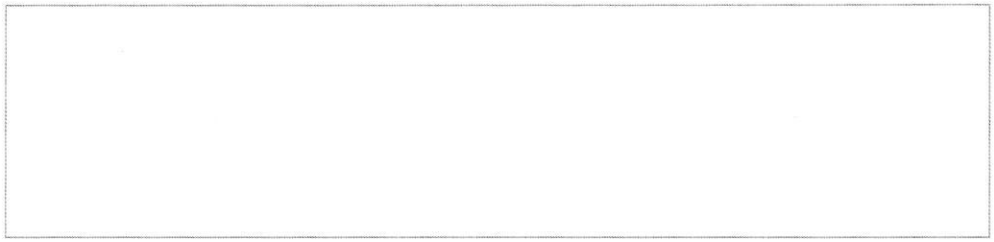
HILTON HONORS Hilton Honors

bing maps

A My location

B The Diplomat Beach Resort Hollywood, Curio Collection by Hilton, 3555 South Ocean Drive, Hollywood, FL, United States

2 hr 24 min , 121 miles
Moderate traffic (32 min delay)
Via I-95 S



A My location

↑	1.	Head **northwest** on **US-1 N / FL-5 / N US Highway 1** toward US-1 S / FL-5 / N US Highway 1	305 ft
↰	2.	Turn **left** onto **Avenue A**	0.2 mi
↰	3.	Turn **left** onto **N 7th St**	75 ft
↱	4.	Turn **right** onto **Orange Ave / County Hwy-68** Pass Sunoco Gas Station on the left in 1.3 mi	4.1 mi
↰	5.	Take the ramp on the **left** for **I-95 South** and head toward **West Palm Beach**	0.5 mi
95	6.	Merge onto **I-95 S** ▲ *Serious congestion*	112.6 mi, 1 hr 53 min
↱	7.	At Exit **18**, head on the ramp **right** and follow signs for **FL-858**	0.5 mi
↰	8.	Turn **left** onto **FL-858 / W Hallandale Beach Blvd** Pass Moises Bakery Hallandale Beach on the left in 1.2 mi	2.9 mi
↰	9.	Turn **left** onto **FL-A1A / S Ocean Dr**	0.4 mi
↱	10.	Turn **right**	210 ft
	11.	Arrive at your destination on the right The last intersection before your destination is FL-A1A / S Ocean Dr	

B The Diplomat Beach Resort Hollywood, Curio Collection by Hilton, 3555 South Ocean Drive, Hollywood,

CITY COMMISSION DEPARTMENT
FY2024 Detailed Budget Report
(as of June 30, 2024)

Org	Object	Description	2024 Revised Budget	2024 Actual	2024 Encumbrances /Requisitions	2024 Available	2024 Percent
0011000	510100	PERSONAL SERVICES / REG WAGES	$165,360.00	$125,340.00	0.00	$40,020.00	75.80
0011000	520100	BENEFITS / FICA TAXES	$14,716.00	$9,772.75	0.00	$4,943.25	66.41
0011000	520200	BENEFITS / RETIREMENT GEN. MEM	$21,914.00	$16,075.20	0.00	$5,838.80	73.36
0011000	520300	BENEFITS / LIFE & HEALTH INS	$59,384.00	$43,375.67	0.00	$16,008.33	73.04
0011000	520350	BENEFITS / DENTAL INSURANCE	$1,788.00	$1,306.25	0.00	$481.75	73.06
0011000	520400	BENEFITS / WORK COMPENSATION	$248.00	$334.95	0.00	-$86.95	135.06
0011000	540100	TRAVEL & PER DIEM / CAR ALLOW	$27,000.00	$18,000.00	0.00	$9,000.00	66.67
0011000	540300	TRAVEL & PER DIEM / CONFERENCE	$15,000.00	$7,146.04	0.00	$7,853.96	47.64
0011000	541100	COMMUNICATIONS & FREIGHT / COM	$9,000.00	$716.46	0.00	$8,283.54	7.96
0011000	541200	COMMUNICATIONS & FREIGHT / POS	$100.00	$0.00	0.00	$100.00	0.00
0011000	546750	REPAIR & MAINTEN / SOFTWARE	$0.00	$0.00	0.00	$0.00	0.00
0011000	547100	PRINTING & BINDING / REPRODUCT	$59.00	$0.00	0.00	$59.00	0.00
0011000	548100	PROMOTIONAL ACTI / ADVERTISING	$1,695.00	$570.00	0.00	$1,125.00	33.63
0011000	549900	OTHER CURRENT CHRG / MISC EXP	$1,500.00	$68.75	0.00	$1,431.25	4.58
0011000	551100	OFFICE SUPPLIES / OFFICE SUPP	$500.00	$483.67	0.00	$16.33	96.73
0011000	551500	OFFICE SUPPLIES / MISC EQUIP	$0.00	$0.00	0.00	$0.00	0.00
0011000	552500	OPERATING SUPPLIES / UNIFORMS	$750.00	$53.48	0.00	$696.52	7.13
0011000	554100	BOOKS, EDUC, SUBSC, MEMB	$700.00	$543.20	0.00	$156.80	77.60
0011000	564100	EQUIPMENT & MACHINERY / OFFICE	$0.00	$0.00	0.00	$0.00	0.00
0011000	564200	EQUIPMENT & MACHINERY / FURNIT	$0.00	$0.00	0.00	$0.00	0.00
0011000	599999	CREDIT CARD SUSPENSE	$0.00	$0.00	0.00	$0.00	0.00

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

Meeting Date: 07/01/2024

Re: Florida League of Cities 2024 Annual Conference

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Travel for Mayor Linda Hudson, to attend the Florida League of Cities Annual Conference in Hollywood, Florida from August 14, 2024 to August 17, 2024 in the amount of $1608.94.

SUMMARY:

FLC is a great resource for elected officials.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Linda Hudson, Mayor

Attachments

FLC Travel Documents

FY 2024 Commission Department Budget Report

Form Review

Form Started By: Latoya Ransom Started On: 06/11/2024 03:50 PM

Final Approval Date: 06/11/2024

REGISTRATION INFORMATION
FLC Annual Conference

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
The Diplomat Beach Resort
3555 South Ocean Drive
Hollywood, FL 33019
954-602-6000

DATE: **06/11/24**

1. TRAVELER'S NAME: Linda Hudson
2. DEPARTURE DATE: 8/14/2024
3. RETURN DATE: 8/17/2024
4. DESTINATION: Hollywood Florida
5. CODE CHARGE: **001-1000-540300**
6. AMT BUDGETED: 15,000.00

DEPARTMENT: Commission
DEPARTURE TIME: 3:00 PM
RETURN TIME: 3:00 PM
PURPOSE: FLC Annual Conference

7. BALANCE AVAILABLE: **$7,853.96**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		600.00		
* HOTEL BILL: Confirmation # 3527303985		597.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.67 242			162.14	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			98.40	
* MISC. EXPENSES				
MEALS				
2 BREAKFAST @ $8.00			16.00	
3 LUNCH @ $8.00			24.00	
4 DINNER @ $20.00			80.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			8.40	
15% GRATUITIES			18.00	
TOTALS	0.00	1,197.00	411.94	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: _____
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/24 DLN
FLC Annual Conference

FLORIDA LEAGUE OF CITIES

ANNUAL CONFERENCE

AUGUST 15-17, 2024

THE DIPLOMAT BEACH RESORT

HOLLYWOOD, FL

REGISTRATION INFORMATION

Paid registration is required to receive housing information, so sign up early! **See page 6 for details.**

*Hotel Reservation Deadline: **July 12, 2024***
*Conference Registration Deadline: **August 2, 2024***

#FLCITIES2024

General Information

The Florida League of Cities (FLC) 2024 Annual Conference will be held August 15-17, 2024, at the Diplomat Beach Resort in Hollywood.

The conference is an opportunity for municipal officials and senior staff to enhance leadership skills, learn from municipal experts, share ideas with peers, discuss strategies for Florida's future and discover the latest products and services for municipal governments.

This year's conference will include breakout sessions, committee meetings, keynote presentations, awards and more. Don't miss this opportunity to learn, network and share.

Location/Dates
The Diplomat Beach Resort – Hollywood, FL
Thursday, August 15 - Saturday, August 17, 2024

Registration Hours

Wednesday, August 14:	12:00 p.m. - 4:30 p.m.
Thursday, August 15:	7:00 a.m. - 7:00 p.m.
Friday, August 16:	7:30 a.m. - 5:00 p.m.
Saturday, August 17:	7:30 a.m. - 4:00 p.m.

REGISTRATION FEES

City/County/Government ($600), **Corporate** ($700) and **Guest** ($175): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and Installation and the Inaugural Celebration on Saturday night.

NOTE: Registrants are defined as any elected government official or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other nonprofessional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years ($20) and **Child Guest 3-12 years** ($15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registrations do not include Saturday's Past Presidents' Luncheon or the Inaugural Celebration.**

REGISTRATION PROCEDURES

Online Registration – Credit Cards Only
Visit *flcities.com/annualconference* to access online registration and pay with your Visa, Mastercard or American Express. You will receive your conference confirmation immediately via email. Conference confirmations include your registration information, totals and housing instructions. Please check your confirmation carefully to verify that all information is correct and inform the League immediately of any errors.

Mail Registration – Checks Only
To pay via check, fill out the registration form on page 7, attach your check for the appropriate fee and mail it to the League office by **Friday, August 2, 2024**. Name badges and other information can be picked up at the conference registration desk.

General Information

DEADLINES

Registration – Conference registrations must be received no later than **Friday, August 2, 2024**. If you are unable to meet this deadline, please register on-site. **NOTE: Registration fees will increase to $630 for government and $730 for corporate registrants for all registrations done on-site**, so we encourage you to register in advance.

Hotel Reservations – The cutoff date for reservations at the Diplomat is **July 12, 2024**. Reservations must be made via an FLC-provided registration link only; no one will receive housing information until **after** their **paid** registration is received. Please see page 6 for more details.

Cancellation Policy
Conference registration cancellation requests must be sent in writing via email to *mhowe@flcities.com*. All cancellations received in the FLC office by 5:00 p.m. **Friday, August 2, 2024**, will receive refunds, minus a **$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 2 or for early departure from the conference.**

Hotel reservations must be cancelled no later than **72 hours** prior to the scheduled arrival date to avoid a penalty of one night's room and tax.

Special Needs
If you are physically challenged and require special services, or if you have special dietary needs (i.e., allergies or kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

Certification Credit
This conference qualifies for 10 points in our **Certified Elected Municipal Official** program. Visit *flcities.com/certificate* for details or contact Christen Barton at *cbarton@flcities.com* for more details.

Live Feeds via Social Media
The League will be posting real-time updates and photos via Facebook, Instagram and X during the conference. Follow @FLCities on all major platforms. Connect with the conversation or pose questions by using the hashtag **#FLCities2024** in all your conference-related posts.

Thursday is City Shirt Day!
We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 15**.

Contact Information
For additional information, please contact Melanie Howe at *mhowe@flcities.com* or 850.222.9684.

Tentative Program

Following is a tentative schedule of conference events. Be sure to check our website for updates!

WEDNESDAY, AUGUST 14, 2024

12:00 p.m. - 4:30 p.m.
Registration Desk Open

1:00 p.m. - 2:00 p.m.
Florida League of Mayors Nominating Committee Meeting

2:30 p.m. - 4:00 p.m.
Florida League of Mayors Forum
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at rembleton@flcities.com for more details.

4:15 p.m. - 5:15 p.m.
Florida League of Mayors Business Meeting
For more information, contact Rachel Embleton at rembleton@flcities.com.

5:30 p.m. - 6:30 p.m.
Florida League of Mayors Reception
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at rembleton@flcities.com for more details.

THURSDAY, AUGUST 15, 2024

7:00 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 10:00 a.m.
Florida League of Mayors Board of Directors Meeting

8:00 a.m. - 12:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four hours of specific continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four-hour session includes two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes) and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

NOTE: Registration is limited to the first 175 people and will be on a first-come, first-served basis.

10:00 a.m. - 7:30 p.m.
Exhibit Hall Open

1:00 p.m. - 2:30 p.m.
Legislative Policy Committee Joint Meeting

1:00 p.m. - 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO), but it is not a substitute for the two-day IEMO class.

3:15 p.m. - 4:30 p.m.
Workshops

5:15 p.m. - 6:00 p.m.
Speed Networking
Whether you've just arrived or spent the day in pre-conference workshops and committees, this event will be an energetic ending to the day! Come join your colleagues to meet new friends in a fast-paced, fun environment just before the President's



Tentative Program

Reception. League staff will also be available to answer your conference questions. Please wear your badge and come ready to smile, meet, greet and kick off the League's biggest gathering of the year!

6:00 p.m. - 7:30 p.m.
President's Welcome Reception in the Exhibit Hall

FRIDAY, AUGUST 16, 2024

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
Additional registration required through the Florida Black Caucus of Local Elected Officials; contact Caressa Andrews-Moye at candrewsmoye@flcities.com for more details.

7:30 a.m. - 8:30 a.m.
FREE Sunrise Yoga
Join us overlooking the beach for a sunrise yoga class. Flow with grace in a variety of postures designed to open up your mind, body and heart. This relaxing class will be led by a certified personal trainer and is great for individuals at all levels of fitness. You don't need to bring a yoga mat, but be sure to wear comfortable clothing. There is no charge for the event, ***but pre-registration is required****, and the class is limited to the* ***first 40 participants****.*

7:30 a.m. - 9:00 a.m.
Continental Breakfast in the Exhibit Hall

7:30 a.m. - 1:15 p.m.
Exhibit Hall Open

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:15 a.m. - 9:15 a.m.
Federal Action Strike Team (FAST) Meeting

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
Opening General Session
Featuring the presentation of the E. Harris Drew Award and a keynote presentation by ***Richard Florida****.*

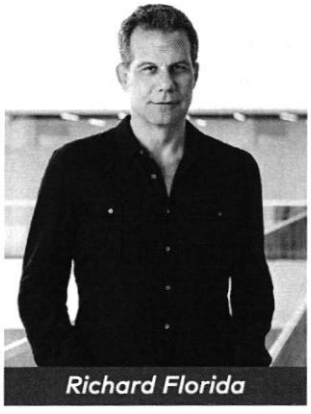


Photo courtesy of Zanetti Photography

Richard Florida

Richard Florida is the world's leading urbanist and international best-selling author of "The Rise of the Creative Class." He is a pioneering researcher and professor at the University of Toronto. He is co-founder of *The Atlantic's*, and now Bloomberg's, CityLab, the leading publication devoted to cities and urbanism. Florida is also the founder of the Creative Class Group, advising companies such as BMW, Audi, Starwood Hotels, Facebook, Instagram, Converse, Microsoft and several others. He serves as a board member with many of the leading real estate, urban innovation and venture capital firms across the globe.

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Exhibit Hall (Cash Sales)

1:30 p.m. - 2:45 p.m.
Workshops

3:00 p.m. - 4:00 p.m.
Workshops

Tentative Schedule

4:15 p.m. - 5:15 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open

SATURDAY, AUGUST 17, 2024

7:30 a.m. - 8:30 a.m.
Various Local/Regional League Breakfast Meetings
Contact your local league for more information.
Note that an RSVP is required by August 1 in order to guarantee a seat at a breakfast.

7:30 a.m. - 4:00 p.m.
Registration Desk Open

9:00 a.m. - 9:45 a.m.
Annual Business Meeting

10:00 a.m. - 11:45 a.m.
Second General Session
Featuring recognition of the Years of Service awards and a keynote address by **Erica Dhawan.**


Erica Dhawan

Erica Dhawan is an internationally recognized leading authority, speaker and advisor on 21st century teamwork, collaboration and innovation.

Named as one of the top 50 management thinkers in the world by Thinkers50, she is the author of two bestselling books, "Get Big Things Done: The Power of Connectional Intelligence" and "Digital Body Language: How to Build Trust and Connection, No Matter the Distance." As we continue to experience an increasingly digital world where work practices are changing at a blistering pace, Dhawan shares innovative strategies to unlock the collective power of teams, build a culture of trust across any distance and create authentic engagement to ensure competitiveness. Rated No. 1 on the Top Women Keynote Speakers list, Dhawan frequently appears in the Harvard Business Review, Fast Company and The Wall Street Journal. She holds degrees from Harvard University, MIT Sloan and The Wharton School.

12:00 p.m. - 1:45 p.m.
Past Presidents' Luncheon and Installation of New President

2:00 p.m. - 3:00 p.m.
Workshop

6:15 p.m. - 11:00 p.m.
Inaugural Celebration
Don your best cocktail attire and enjoy a night under the big top with **iL CiRCo**. Be amazed by acrobats and contortionists, watch impressive feats of balance and juggling skills and marvel at the grace of the aerialists. After the show, enjoy drinks and dancing late into the night.

Schedule and speakers subject to change.

Conference Housing Information

The **Diplomat Beach Resort*** will serve as the conference hotel. It is located at 3555 S. Ocean Drive in Hollywood. The hotel's phone is 954.602.6000. (**NOTE**: Reservations may be made via an FLC-provided reservation link only. Please **do not** call the Diplomat to make reservations until you receive this code.) FLC has secured the reduced rate of **$32.80** per day for self-parking and **$41.60** per day for valet parking.

The landmark Diplomat sits right on Hollywood Beach and features incredible views of the Atlantic. The hotel boasts a spectacular two-level lagoon-style pool and many water activities. Visit the hotel's website at *diplomatresort.com* for more details. **The Diplomat is a smoke-free property.**

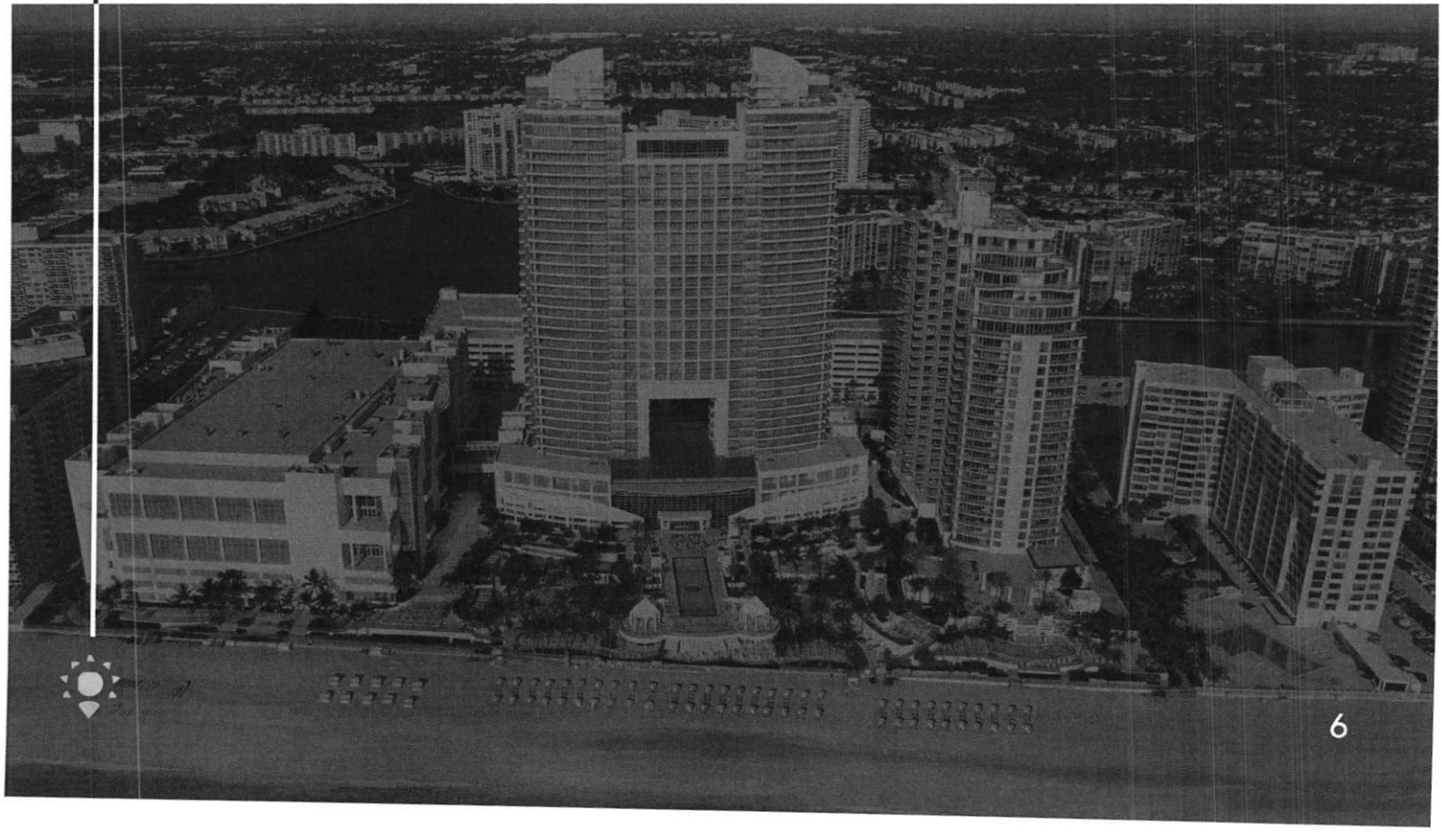
**The Diplomat's lobby and upper pool deck will be under renovations during our conference.*

ROOM RESERVATIONS – IMPORTANT – PLEASE READ

In order to protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via email.

Please note that the reservation cutoff date at the Diplomat is **July 12, 2024**, and the rate is **$199/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone or the exact date on which the hotel block will sell out, **so please register early**.



FLORIDA LEAGUE OF CITIES

ANNUAL CONFERENCE

AUGUST 15-17 • HOLLYWOOD, FL

Registration Form

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | 850.222.9684 | Fax 850.222.3806 | *mhowe@flcities.com*

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757, or visit the League website, *flcities.com/annualconference*, to access online registration. **NOTE: Credit card payments may be made online only.**

DELEGATE INFORMATION

Name: _____ (*First*) | _____ (*M.I.*) | _____ (*Last*)

First Name or Nickname: _____ (*As You Wish to Appear on Badge*)

Title: _____ Affiliation: _____ (*City, County, Government or Company*)

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address (for confirmations): _____ (*Please provide the address of the person who should receive the confirmation.*)

First-Time Attendee? ☐ Yes ☐ No

Will you be attending Saturday night's Inaugural Celebration? ☐ Yes ☐ No

GUEST INFORMATION (PLEASE COMPLETE ONLY IF REGISTERING A GUEST FOR THE CONFERENCE.)

Guest's Name: _____ First Name: _____ (*As You Wish to Appear on Badge*)

Child's Name: _____ Age: _____ First Name: _____ (*As You Wish to Appear on Badge*)

Child's Name: _____ Age: _____ First Name: _____ (*As You Wish to Appear on Badge*)

REGISTRATION FEES	NO.	FEE	TOTAL FEE
City/County/Government	____	@ $600.00*	$ _____
Corporate	____	@ $700.00*	$ _____
Guest	____	@ $175.00	$ _____
Guest (13-18 years)	____	@ $20.00	$ _____
Guest (3-12 years)	____	@ $15.00	$ _____

OPTIONAL ACTIVITIES	NO.	FEE	TOTAL FEE
Friday, August 16			
Sunrise Yoga	____	@ $0.00	$ _____
Saturday, August 17			
Extra Luncheon Ticket	____	@ $50.00	$ _____
Extra Inaugural Celebration Ticket	____	@ $75.00	$ _____
		Total	**$** _____

***NOTE: Registration fees will increase to $630 for government and $730 for corporate for all registrations done on-site.**

SPECIAL NEEDS

If you require special services or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Registration forms must be postmarked by **August 2, 2024. Remember:** You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

All cancellations received in writing via email to *mhowe@flcities.com* and received by 5:00 p.m. **August 2, 2024,** will receive refunds, minus a **$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 2 or for early departure from the conference.**

Latoya Ransom

From: memberservices@flcities.com
Sent: Monday, June 10, 2024 12:23 PM
To: Latoya Ransom
Subject: Order Confirmation

You don't often get email from memberservices@flcities.com. Learn why this is important

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Order Confirmation

Here are the details of your order. Please retain this email for your records.

Order Number: 142739
Order Date: Jun 10, 2024 12:21 PM
Bill To: Linda Hudson
Order Total: 600.00
Payment Method: Visa **********0908 06/2029
Name on Card: Dana Neville

Item	Price	Quantity	Total
FLC 2024 Annual Conference - Linda Hudson *When:* Aug 15, 2024 8:00 AM - Aug 17, 2024 11:00 PM *Where:* The Diplomat Beach Resort 3555 S. Ocean Dr. Hollywood, FL 33019 *Registration option:* Aug 15, 2024 8:00 AM - Registration - City, County or Agency	600.00	1	600.00

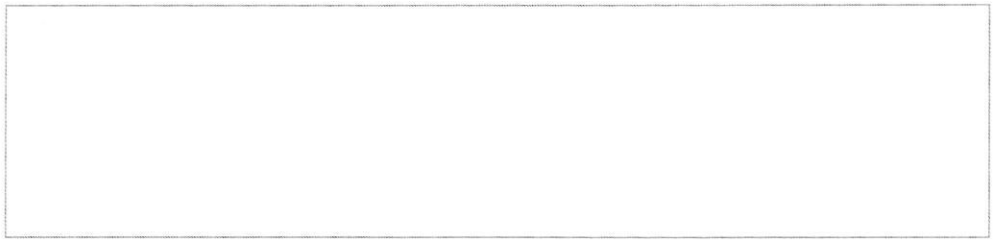
Item Total	600.00
Shipping	0.00
Handling	0.00
Item Grand Total	600.00
Transaction Grand Total	600.00
Payment Amount	600.00
Balance due	0.00

bing maps

A My location

B The Diplomat Beach Resort Hollywood, Curio Collection by Hilton, 3555 South Ocean Drive, Hollywood, FL, United States

2 hr 24 min , 121 miles
Moderate traffic (32 min delay)
Via I-95 S



A My location

↑	1.	Head **northwest** on **US-1 N / FL-5 / N US Highway 1** toward US-1 S / FL-5 / N US Highway 1	305 ft
↰	2.	Turn **left** onto **Avenue A**	0.2 mi
↰	3.	Turn **left** onto **N 7th St**	75 ft
↱	4.	Turn **right** onto **Orange Ave / County Hwy-68** Pass Sunoco Gas Station on the left in 1.3 mi	4.1 mi
↰	5.	Take the ramp on the **left** for **I-95 South** and head toward **West Palm Beach**	0.5 mi
95	6.	Merge onto **I-95 S** ▲ *Serious congestion*	112.6 mi, 1 hr 53 min
↱	7.	At Exit **18**, head on the ramp **right** and follow signs for **FL-858**	0.5 mi
↰	8.	Turn **left** onto **FL-858 / W Hallandale Beach Blvd** Pass Moises Bakery Hallandale Beach on the left in 1.2 mi	2.9 mi
↰	9.	Turn **left** onto **FL-A1A / S Ocean Dr**	0.4 mi
↱	10.	Turn **right**	210 ft
	11.	Arrive at your destination on the right The last intersection before your destination is FL-A1A / S Ocean Dr	

B The Diplomat Beach Resort Hollywood, Curio Collection by Hilton, 3555 South Ocean Drive, Hollywood,

Florida League of Cities. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Hotel Confirmation	3527303985
Date Booked	Jun 10, 2024
Reservation Name	Linda Hudson
Arrival Date	Aug 14, 2024
Departure Date	Aug 17, 2024
Room Type	2 Double Beds Partial Ocean View
Number of Guests	1

Night by Night Rate

Date	Guests	Status	Rate
Aug 14, 2024	1	Confirmed	199.00
Aug 15, 2024	1	Confirmed	199.00
Aug 16, 2024	1	Confirmed	199.00

Additional Guest	Rate
Second Guest	0.00
Third Guest	25.00
Fourth Guest	25.00

Total Charge	597.00
Tax Disclosure	Room Rates shown do not include 13.00% Hotel Room Tax Per Night (subject to change). Total charges presented on the website will include all room fees and taxes.
Add-Ons	
Cancel Policy	One night Room and Tax deposit required at time of booking. Cancellations made within 72 hours of arrival will forfeit one night's room and tax deposit.

Daily resort fee optional ($26)

The DIPLOMAT
BEACH RESORT

3555 South Ocean Drive I Hollywood, FL I 33019
t: 954-602-6000 I f: 954-602-8272

This transmission is not a digital or electronic signature and cannot be used to form, document, or authenticate a contract. Hilton accepts no liability arising in connection with this transmission

CITY COMMISSION DEPARTMENT
FY2024 Detailed Budget Report
(as of June 30, 2024)

Org	Object	Description	2024 Revised Budget	2024 Actual	2024 Encumbrances /Requisitions	2024 Available	2024 Percent
0011000	510100	PERSONAL SERVICES / REG WAGES	$165,360.00	$125,340.00	0.00	$40,020.00	75.80
0011000	520100	BENEFITS / FICA TAXES	$14,716.00	$9,772.75	0.00	$4,943.25	66.41
0011000	520200	BENEFITS / RETIREMENT GEN. MEM	$21,914.00	$16,075.20	0.00	$5,838.80	73.36
0011000	520300	BENEFITS / LIFE & HEALTH INS	$59,384.00	$43,375.67	0.00	$16,008.33	73.04
0011000	520350	BENEFITS / DENTAL INSURANCE	$1,788.00	$1,306.25	0.00	$481.75	73.06
0011000	520400	BENEFITS / WORK COMPENSATION	$248.00	$334.95	0.00	-$86.95	135.06
0011000	540100	TRAVEL & PER DIEM / CAR ALLOW	$27,000.00	$18,000.00	0.00	$9,000.00	66.67
0011000	540300	TRAVEL & PER DIEM / CONFERENCE	$15,000.00	$7,146.04	0.00	$7,853.96	47.64
0011000	541100	COMMUNICATIONS & FREIGHT / COM	$9,000.00	$716.46	0.00	$8,283.54	7.96
0011000	541200	COMMUNICATIONS & FREIGHT / POS	$100.00	$0.00	0.00	$100.00	0.00
0011000	546750	REPAIR & MAINTEN / SOFTWARE	$0.00	$0.00	0.00	$0.00	0.00
0011000	547100	PRINTING & BINDING / REPRODUCT	$59.00	$0.00	0.00	$59.00	0.00
0011000	548100	PROMOTIONAL ACTI / ADVERTISING	$1,695.00	$570.00	0.00	$1,125.00	33.63
0011000	549900	OTHER CURRENT CHRG / MISC EXP	$1,500.00	$68.75	0.00	$1,431.25	4.58
0011000	551100	OFFICE SUPPLIES / OFFICE SUPP	$500.00	$483.67	0.00	$16.33	96.73
0011000	551500	OFFICE SUPPLIES / MISC EQUIP	$0.00	$0.00	0.00	$0.00	0.00
0011000	552500	OPERATING SUPPLIES / UNIFORMS	$750.00	$53.48	0.00	$696.52	7.13
0011000	554100	BOOKS, EDUC, SUBSC, MEMB	$700.00	$543.20	0.00	$156.80	77.60
0011000	564100	EQUIPMENT & MACHINERY / OFFICE	$0.00	$0.00	0.00	$0.00	0.00
0011000	564200	EQUIPMENT & MACHINERY / FURNIT	$0.00	$0.00	0.00	$0.00	0.00
0011000	599999	CREDIT CARD SUSPENSE	$0.00	$0.00	0.00	$0.00	0.00

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

Meeting Date: 07/01/2024

Re: Florida League of Cities 2024 Annual Conference

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Travel for Commissioner Curtis Johnson, Jr. to attend the Florida League of Cities Annual Conference in Hollywood, Florida from August 14, 2024 to August 17, 2024 in the amount of $1608.94.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

FY 2024 Commission Department Budget Report

Form Review

Form Started By: Latoya Ransom Started On: 06/11/2024 03:43 PM

Final Approval Date: 06/11/2024

CITY COMMISSION DEPARTMENT
FY2024 Detailed Budget Report
(as of June 30, 2024)

Org	Object	Description	2024 Revised Budget	2024 Actual	2024 Encumbrances /Requisitions	2024 Available	2024 Percent
0011000	510100	PERSONAL SERVICES / REG WAGES	$165,360.00	$125,340.00	0.00	$40,020.00	75.80
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0011000	546750	REPAIR & MAINTEN / SOFTWARE	$0.00	$0.00	0.00	$0.00	0.00
0011000	547100	PRINTING & BINDING / REPRODUCT	$59.00	$0.00	0.00	$59.00	0.00
0011000	548100	PROMOTIONAL ACTI / ADVERTISING	$1,695.00	$570.00	0.00	$1,125.00	33.63
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0011000	554100	BOOKS, EDUC, SUBSC, MEMB	$700.00	$543.20	0.00	$156.80	77.60
0011000	564100	EQUIPMENT & MACHINERY / OFFICE	$0.00	$0.00	0.00	$0.00	0.00
0011000	564200	EQUIPMENT & MACHINERY / FURNIT	$0.00	$0.00	0.00	$0.00	0.00
0011000	599999	CREDIT CARD SUSPENSE	$0.00	$0.00	0.00	$0.00	0.00

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

Meeting Date: 07/01/2024

Re: FJGIG Grant Amendment 1

Submitted For: Shyanne Harnage, Economic Development Manager, City Manager

SUBJECT:

Approval of Amendment 1 to Florida Job Growth Infrastructure Grant Agreement with State of Florida Department of Commerce

SUMMARY:

On August 30, 2022, Governor Ron DeSantis awarded the City of Fort Pierce a $2.7 million Florida Job Growth Grant to help fund infrastructure improvements along Indian River Drive in Downtown Fort Pierce. The critical infrastructure improvements include water, wastewater, electric, fiber, natural gas, roadway, and sidewalk improvements.

Resolution 22-R48 and Florida Job Growth Grant Agreement G0100 were approved by the City Commission on 12/19/22 and ultimately executed by the state in April 2023.

Staff is requesting this amendment to adjust Section 4, DELIVERABLES, of Exhibit A to modify the reimbursement benchmark percentages for design, engineering, permitting activities. This change will enable the City to request reimbursements at defined stages of completion percentages.

RECOMMENDATION:

Approve Amendment 1 of Florida Job Growth Infrastructure Grant Agreement

ALTERNATIVES:

Amend or deny Amendment 1

RESPONSIBLE STAFF:

Shyanne Harnage, CRA Administrator

COORDINATED WITH:

Sara Hedges, City Attorney
Tracy Telle, Assistant City Engineer
Theresa Orellana, Grant Writer

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Amendment 1
Florida Job Growth Infrastructure Grant Agreement G0100
Resolution 22-R48
City Attorney RLS Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/13/2024 09:53 AM
City Manager	Nick Mimms	06/13/2024 09:53 AM

Form Started By: Shyanne Harnage
Started On: 06/13/2024 09:32 AM
Final Approval Date: 06/13/2024

DocuSign Envelope ID: 5C498903-B8EA-4ED2-AE0F-062B5E77A7DA

FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

AMENDMENT ONE

This Amendment is made and entered into by and between the State of Florida Department of Commerce ("Commerce"), formerly known as the Florida Department of Economic Opportunity and the **City of Fort Pierce, Florida** ("Grantee"). Commerce and the Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, on **April 4, 2023**, Commerce and Grantee entered into Florida Job Growth Infrastructure Grant Agreement number **G0100** (the "Agreement") wherein Grantee agreed to receive and use state funds for the Project as described in the Proposal; and

WHEREAS Section 24, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, this Agreement is being amended to ensure compliance with all applicable laws, rules, and regulations; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement, as follows:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to "Department of Economic Opportunity" or "DEO" are replaced with "Department of Commerce" or "Commerce" as appropriate.

2. Section 12, Employment Eligibility Verification, is hereby deleted in its entirety and replaced with the following:

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

(b) In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-

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Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

3. Section 2.a.3 **Commencement and Timeline,** of Exhibit A, **Scope of Work**, is hereby amended as follow:
Work on the Project shall commence on or before by April 30,2025 and shall be completed on or before the fifth anniversary of the Effective Date (the "Completion Date") unless terminated earlier. Commerce shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to Commerce upon Commerce's request to Commerce's satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, Commerce may immediately this Agreement.

4. Section 4, **DELIVERABLES**, of Exhibit A, **Scope of Work,** is hereby deleted and replaced with the following:

4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1: Design, Engineering and Permits		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete design, engineering and permitting activities as described in Sections 1, 2.b, and 2.d.1 of this Scope of Work.	Grantee may be allowed reimbursement upon 30%, 60%, 90%, and 100% completion of design plans and permitting in accordance with Sections 2.b and 2d.1 of this Scope of Work, evidenced by submission to Commerce's Agreement Manager of copies (in digital or hard copy format) of final design plans and permits.	Failure to meet the minimum level of service for this Deliverable shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026, shall be forfeited and shall revert back to Commerce.
		DELIVERABLE NOT TO EXCEED: $1,000,000.00
Deliverable No. 2: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the infrastructure activities as described in Section 1, 2.b and 2.d.2 of this Scope of Work	Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2b. and 2.d of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion;	Failure to meet the minimum level of service for this Deliverable shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026, shall be forfeited and shall revert back to Commerce.

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	2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	
		DELIVERABLE NOT TO EXCEED: $1,745,223.00
TOTAL AMOUNT NOT TO EXCEED $2,745,223.00		

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce 's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this agreement.

5.. All other terms and conditions of the Agreement remain in full force and effect.

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WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment as of the date last executed below.

FLORIDA DEPARTMENT OF COMMERCE		**CITY OF FORT PIERCE, FLORIDA**	
By	_____	**By**	_____
	Signature		Signature
Title	**J. Alex Kelly** **Secretary**	**Title**	**Linda Hudson** **Mayor**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and ***City of Fort Pierce, Florida*** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds;

WHEREAS, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), DEO has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to facilitate the economic development and growth of the State;

WHEREAS, DEO has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to Section 288.101, F.S.;

WHEREAS, DEO is authorized to enter into this Agreement pursuant to section 288.101, F.S.. Grantee has authorized its officers to execute this Agreement on Grantee's behalf by Resolution or, alternatively, by other DEO-approved form of official authorization, a copy of which is attached as Exhibit E and made a part of this Agreement;

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
  - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee's Resolution**
- **Exhibit E: Notice of Completion and Engineer's Certification of Compliance**
- **Exhibit F: State and Federal Statues, Regulations, and Policies;**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. TERM. This Agreement is effective as of the date on which DEO executes this Agreement (such date, the "Effective Date") and shall continue until the earlier to occur of (a) December 31, 2036 (such date, the "Expiration Date") unless an extension of the time period is requested by Grantee and granted in writing

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by DEO prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by DEO in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. **PERFORMANCE REQUIREMENTS:** Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. **TYPE OF AGREEMENT:** This Agreement is a ***cost reimbursement*** agreement.

4. **RELEASE OF FUNDS:** DEO shall pay Grantee up to ***Two Million Seven Hundred Forty-Five Thousand Two Hundred Twenty-Thee Dollars and Zero Cents ($2,745,223.00)*** in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by DEO. Grantee shall not use funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. DEO has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and DEO may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if DEO determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by DEO.

5. **PAYMENTS TO GRANTEE:**

a. Grantee shall provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due

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to preparation errors will result in a delay of payment. DEO is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN**: In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. DEO shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria stated in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, DEO shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to DEO, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DEO to enter into this Agreement, and in reliance on which DEO has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon DEO's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event

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which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. DEO shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through DEO's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to DEO or Enterprise Florida, Inc., in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for

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any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two ($35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to DEO if Grantee, or any of Grantee's affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. Disclosure of Sponsorship: As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

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a) Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of DEO's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to DEO if it or any of its affiliates, as defined by s. 287.134(1) (a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

b) If DEO does not possess a record requested through a public records request, DEO shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S.

c) Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO may serve as a waiver of a claim of exemption. Grantee shall 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

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this Agreement term and following completion of this Agreement if Grantee does not transfer the records to DEO upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one business day from receipt of such request.

g) Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of s. 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

b) Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) Section 288.101, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole and absolute

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discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to DEO any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to DEO such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 30 calendar days after receiving DEO's notification. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity." DEO may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. DEO is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if DEO imposes financial consequences on Grantee pursuant to the terms of this Agreement, DEO has the right to recoup all resulting cost, monetary loss and/or funds owed to DEO or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to DEO or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay DEO in full such cost, loss, and/or funds owed to DEO or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe. DEO, in DEO's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to DEO or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds DEO provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@deo.myflorida.com. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of

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business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
   i. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
   ii. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

c. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. DEO will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all

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expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend DEO against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Grantee in the State of Florida.

e. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Grantee shall provide to DEO a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without DEO's written permission; provided further that Grantee shall, at all times, follow DEO's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

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g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of this Agreement unless otherwise authorized in writing by DEO.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

18. INSURANCE: During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) calendar days of the Effective Date, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

b. DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) Other Insurance: During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

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a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S.. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person,

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firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S..

22. **INDEPENDENT CONTRACTOR STATUS:** In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by DEO in Exhibit A, SCOPE OF WORK, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. **ELECTRONIC FUNDS TRANSFER**: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor

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instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. **MODIFICATION:** If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

25. **TIME IS OF THE ESSENCE:** Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

26. **CONSTRUCTION; INTERPRETATION**: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. **TERMINATION:** DEO may terminate this Agreement if:

a. DEO determines in its sole and absolute discretion that it is in the State's interest to do so;

b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;

c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24-hour written notice to Grantee. DEO shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee

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fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by DEO of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if DEO exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. **DISPUTE RESOLUTION:** Unless otherwise stated in Exhibit A, SCOPE OF WORK, DEO shall decide disputes concerning the performance of this Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

29. **INDEMNIFICATION:** (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for

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any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold DEO harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to DEO for reimbursement for costs under this Agreement where DEO is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Economic Opportunity and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of $100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to

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mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing DEO in DEO's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of DEO. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this

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Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	**Grantee's Agreement Manager**:
City of Fort Pierce	Nicholas C. Mimms
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Phone: 772-467-3052	Phone: 772-467-3793
FEIN: 59-6000322	Email: nmimms@cityoffortpierce.com

DEO's Agreement Manager:

Adam Madlinger, FCCM
107 E. Madison St. MSC-80
Tallahassee, Fl 32399
Phone: 850-717-8987
Email: Adam.Madlinger@deo.myflorida.com

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties' duly-authorized officials sign this Agreement.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**CITY OF FORT PIERCE, FLORIDA**	
By	DocuSigned by: Meredith Ivey 52B8BB3C192F445... Signature	**By**	Linda Hudson Signature
Title	**Merideth Ivey Acting Secretary**	**Title**	**Linda Hudson Mayor**
Date	4/4/2023	**Date**	3/14/2023

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: DocuSigned by: AA5D1E9D97684B4...

Approved Date: 3/29/2023

CITY OF FORT PIERCE, CITY CLERK

By: Linda W. Cox

Approved Date: 12/19/2022

CITY OF FORT PIERCE, CITY ATTORNEY

By:

Approved Date: 3/14/2023

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Exhibit A
SCOPE OF WORK

1. **PROJECT DESCRIPTION:** Section 288.101, Florida Statutes ("F.S."), established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded $2,745,223.00 for Downtown Waterfront Corridor improvements to include the reconstruction of Indian River Drive from Marina Way to Seaway Drive, the restoration of the aging central utilities, pedestrian safety enhancements along A.E. Backus Avenue and Indian River Drive, and reconstruction of Moore's Creek Bridge.

2. **GRANTEE'S RESPONSIBILITIES**:

a. **COMMENCEMENT AND TIMELINE.**

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
DEO shall not reimburse Grantee for any work performed prior to the Effective Date unless DEO expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:

a) Provide to DEO's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and

b)Request from DEO's Agreement Manager a Notice to Proceed.

DEO shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence by March 1, 2023, and shall be completed on or before the fifth anniversary of the Effective Date (the "Completion Date"), unless terminated earlier. DEO shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to DEO upon DEO's request to DEO's satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, DEO may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.**

1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to DEO that Grantee's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to DEO certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to DEO on or before the Commencement Date, DEO may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to DEO its written notification of either its intent to:

a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and

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regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by DEO, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.

4) If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of Sections 255.0991 and 255.0992, F.S..

5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.

6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.

7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. DEO shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.

8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 for each occurrence, and property damage insurance of at least $100,000 for each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of this Agreement, when it includes construction within the limits of a railroad right-of-way, Grantee must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2014), as amended.

10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it meets any other applicable standards.

11) Grantee shall expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the fundsfor any legal action against the State or DEO, or costs associated with preparation of the Proposal.

12) Upon completion of the work authorized by this Agreement, Grantee shall notify DEO 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 as Exhibit F. The certification shall state that work has been constructed in compliance with the Project design 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. All deviations shall have had prior written approval from DEO in advance of the deviation being constructed.

13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in Exhibit E. The terms of this provision shall survive the termination of this Agreement and may be enforced by DEO.

c. **RETURN ON INVESTMENT**. Grantee's failure to meet the Return on Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.

1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least $0.00 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work,

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after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Capital Investment Date").

2) Grantee shall certify that at least 484 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Job Creation Date").

3) Grantee shall certify that [0] Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

d. **COMPLETION OF CONSTRUCTION**: Grantee shall complete the following tasks:

1) Design and Engineering

a) Complete project design in a manner consistent with the description in Section 1 of this Scope of Work.
b) Obtain South Florida Water Management District Environmental Resource permit.
c) Obtain Florida Department of Transportation Right-of-Way permit.
d) Obtain Florida Department of Environmental Protection Environmental Resource permit.

2) Construction:

a) Reconstruction of Indian River Drive from Marina Way to Seaway Drive.
b) Reconstruction of central utilities,
c) Pedestrian safety enhancements along A.E. Backus Avenue and Indian River Drive
d) Reconstruction of Moore's Creek Bridge.

3. DEO'S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Grantee.

4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1: Design and Permits		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete design plans and permitting activities as described in Section 1, 2.b, and 2.d.1 of this Scope of Work.	Grantee may be allowed reimbursement upon design plans and permitting in accordance with Sections 2.b and 2.d.1 of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies (in digital or hard copy format) of final design plans and copy of permits.	Failure to meet the minimum level of service for this Deliverable and Deliverable 2 shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.
		DELIVERABLE NOT TO EXCEED: $1,000,000.00
Deliverable No. 2: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the infrastructure activities as described in Section 1, 2.b, and 2.d.2 of this Scope of Work.	Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2b. and 2.d.2 of this Scope of Work in the following	Failure to meet the minimum level of service for this Deliverable and Deliverable 1 shall result in non-payment.

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	increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	Any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.
		DELIVERABLE NOT TO EXCEED: $1,745,223.00
TOTAL AMOUNT NOT TO EXCEED $2,745,223.00		

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this agreement.

5. Additional Financial Consequences: The following financial consequences apply under the following circumstances:

a. RETURN ON INVESTMENT. If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then DEO will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. DEO has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If DEO makes such a demand for repayment, Grantee shall remit funds to DEO within twenty-four (24) months of such demand. In addition to any other remedies available to DEO, in the event that Grantee fails to remit such funds to DEO within twenty-four (24) months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. DEO will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. DEO shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate sanctions imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

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b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and DEO shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for $100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for $90,000, and the remaining $10,000 will be withheld.

c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), DEO hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by twelve (12) months. In the event that Grantee exercises the Option, within ten (10) business days of exercising the Option, Grantee shall pay to DEO a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to DEO written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon DEO's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

d. The Parties acknowledge and agree that the remedies set forth in this Section 5 constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by DEO would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each of the Parties further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that DEO will suffer or incur as a result of any such breach, and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions DEO would not enter into this Agreement.

6. REPORTING:

a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Quarterly reports are due to DEO no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are: September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in Section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.

b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

d. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the ten (10) year anniversary of the Completion Date falls, Grantee shall provide DEO with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project

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after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

a. Grantee shall provide one invoice per quarter for all services rendered during the applicable period of time.
b. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
    2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
    3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
    4) Photographs of the project in progress and completed work;
    5) A copy of all supporting documentation for vendor payments;
    6) A copy of the cancelled check(s) specific to the project; and
    7) A copy of the bank statement that includes the cancelled check.
c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's rights under this Agreement, at law, or in equity, including but not limited to, DEO's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

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10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Grantee shall provide advance written notification to DEO, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, in DEO's sole discretion, to demand that Grantee reimburse DEO for part or all the funding provided to Grantee under this Agreement.

c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

    1) Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.

    2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created as a result of the Project.

1) New Job – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created as a result of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state.

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New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment as a result of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).

1) Retained Jobs – Retained Jobs are jobs that would have been eliminated, or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.
2) Leased Employees – Leased employees may be counted toward Grantee's jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee's job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as New Jobs as they relate to the "fee-for-service" arrangement described below. Employees of a business that has entered into a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers' employees are generally not considered "New Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
    1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
    2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1,820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
    3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.

c. **Determination of Capital Investment.** DEO accepts as capital investment so-called "hard" costs (such as construction and renovations of buildings, and acquisition of equipment) and "soft" costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

- End of Exhibit A (SCOPE OF WORK) -

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Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, 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

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program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. DEO at each of the following addresses:

   Electronic copies (preferred):
   Audit@deo.myflorida.com

   or

   Paper (hard copy):
   Department Economic Opportunity
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room
   401 111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): Audit@deo.myflorida.com	or	Paper (hard copy): Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Exhibit B

FUNDING RESOURCESFEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	U.S. Treasury
Catalog of Federal Domestic Assistance Title	Coronovirus State and Local Fiscal Relief Fund
Catalog of Federal Domestic Assistance Number	21.027
Award Amount	**$2,745,223.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. DEO will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through DEO's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	
Catalog of State Financial Assistance Title	
Catalog of State Financial Assistance Number	

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Award Amount	**$0.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

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RESOLUTION NO. 22-R48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING THE EXECUTION OF A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY SUPPORTING **DOWNTOWN WATERFRONT CORRIDOR INFRASTRUCTURE IMPROVEMENTS;** ADOPTING FINDINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to enter into a Florida Job Growth Infrastructure Grant Agreement with the State of Florida Department of Economic Opportunity to support public infrastructure improvements along the Downtown Waterfront Corridor; and

WHEREAS, the City of Fort Pierce has the authority to enter into grant agreements with the State of Florida Department of Economic Opportunity for projects of this nature pursuant to Section 288.101, Florida Statutes.

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

Section 1. The foregoing findings are true and correct and are hereby adopted and made a part hereof.

Section 2. The City Commission of the City of Fort Pierce does hereby approve and authorize Linda Hudson, Mayor of the City of Fort Pierce, to execute and submit to the State of Florida Department of Economic Opportunity on behalf of the City of Fort Pierce that certain Grant Agreement attached hereto as Attachment "A" and made a part hereof.

Section 3. This Resolution shall become effective upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 19th day of December 2022.

Linda Hudson
LINDA HUDSON, MAYOR

ATTEST:

Lindaw Cox
LINDA W. COX, CITY CLERK
(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

TANYA M. EARLEY, ESQ.
CITY ATTORNEY

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EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
and _____

PROJECT DESCRIPTION:
_____

DEO Agreement
No.
_____

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund 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 Florida Job Growth Grant Fund 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, Grantee shall furnish DEO a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
   c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
   d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
   e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
   f. Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
   g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
   h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
   c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
   e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
   f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

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5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
   a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
   a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
   b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

RESOLUTION NO. 22-R48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING THE EXECUTION OF A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY SUPPORTING **DOWNTOWN WATERFRONT CORRIDOR INFRASTRUCTURE IMPROVEMENTS;** ADOPTING FINDINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to enter into a Florida Job Growth Infrastructure Grant Agreement with the State of Florida Department of Economic Opportunity to support public infrastructure improvements along the Downtown Waterfront Corridor; and

WHEREAS, the City of Fort Pierce has the authority to enter into grant agreements with the State of Florida Department of Economic Opportunity for projects of this nature pursuant to Section 288.101, Florida Statutes.

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

Section 1. The foregoing findings are true and correct and are hereby adopted and made a part hereof.

Section 2. The City Commission of the City of Fort Pierce does hereby approve and authorize Linda Hudson, Mayor of the City of Fort Pierce, to execute and submit to the State of Florida Department of Economic Opportunity on behalf of the City of Fort Pierce that certain Grant Agreement attached hereto as Attachment "A" and made a part hereof.

Section 3. This Resolution shall become effective upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 19th day of December 2022.

Linda Hudson
LINDA HUDSON, MAYOR

ATTEST:

Linda W. Cox
LINDA W. COX, CITY CLERK
(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

TANYA M. EARLEY, ESQ.
CITY ATTORNEY

FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and ***City of Fort Pierce*** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds;

WHEREAS, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), DEO has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to facilitate the economic development and growth of the State;

WHEREAS, DEO has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to Section 288.101, F.S.;

WHEREAS, DEO is authorized to enter into this Agreement pursuant to section 288.101, F.S.. Grantee has authorized its officers to execute this Agreement on Grantee's behalf by Resolution or, alternatively, by other DEO-approved form of official authorization, a copy of which is attached as Exhibit E and made a part of this Agreement;

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
  - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee's Resolution**
- **Exhibit E: Notice of Completion and Engineer's Certification of Compliance**
- **Exhibit F: State and Federal Statues, Regulations, and Policies;**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. TERM. This Agreement is effective as of the date on which DEO executes this Agreement (such date, the "Effective Date") and shall continue until the earlier to occur of (a) December 31, 2036 (such date, the "Expiration Date") unless an extension of the time period is requested by Grantee and granted in writing

by DEO prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by DEO in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. **PERFORMANCE REQUIREMENTS:** Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. **TYPE OF AGREEMENT:** This Agreement is a ***cost reimbursement*** agreement.

4. **RELEASE OF FUNDS:** DEO shall pay Grantee up to ***Two Million Seven Hundred Forty-Five Thousand Two Hundred Twenty-Thee Dollars and Zero Cents ($2,745,223.00)*** in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by DEO. Grantee shall not use funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. DEO has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and DEO may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if DEO determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by DEO.

5. **PAYMENTS TO GRANTEE:**

a. Grantee shall provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due

to preparation errors will result in a delay of payment. DEO is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN**: In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. DEO shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria stated in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, DEO shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to DEO, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DEO to enter into this Agreement, and in reliance on which DEO has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon DEO's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event

which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. DEO shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through DEO's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to DEO or Enterprise Florida, Inc., in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for

any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two ($35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to DEO if Grantee, or any of Grantee's affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. Disclosure of Sponsorship: As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

a) Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of DEO's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to DEO if it or any of its affiliates, as defined by s. 287.134(1) (a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

b) If DEO does not possess a record requested through a public records request, DEO shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S.

c) Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO may serve as a waiver of a claim of exemption. Grantee shall 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

this Agreement term and following completion of this Agreement if Grantee does not transfer the records to DEO upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one business day from receipt of such request.

g) Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of s. 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

b) Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) Section 288.101, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole and absolute

discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to DEO any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to DEO such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 30 calendar days after receiving DEO's notification. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity." DEO may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. DEO is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if DEO imposes financial consequences on Grantee pursuant to the terms of this Agreement, DEO has the right to recoup all resulting cost, monetary loss and/or funds owed to DEO or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to DEO or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay DEO in full such cost, loss, and/or funds owed to DEO or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe. DEO, in DEO's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to DEO or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds DEO provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@deo.myflorida.com. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of

business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

   i. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

   ii. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

c. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. DEO will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all

expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend DEO against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Grantee in the State of Florida.

e. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Grantee shall provide to DEO a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without DEO's written permission; provided further that Grantee shall, at all times, follow DEO's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of this Agreement unless otherwise authorized in writing by DEO.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

18. INSURANCE: During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) calendar days of the Effective Date, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

b. DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) Other Insurance: During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S.. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person,

firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S..

22. INDEPENDENT CONTRACTOR STATUS: In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by DEO in Exhibit A, SCOPE OF WORK, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor

instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: DEO may terminate this Agreement if:

a. DEO determines in its sole and absolute discretion that it is in the State's interest to do so;

b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;

c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24-hour written notice to Grantee. DEO shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee

fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by DEO of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if DEO exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Exhibit A, SCOPE OF WORK, DEO shall decide disputes concerning the performance of this Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

29. INDEMNIFICATION: (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for

any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold DEO harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to DEO for reimbursement for costs under this Agreement where DEO is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Economic Opportunity and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of $100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to

mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing DEO in DEO's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of DEO. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this

Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	**Grantee's Agreement Manager:**
City of Fort Pierce	Nicholas C. Mimms
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Phone: 772-467-3052	Phone: 772-467-3793
FEIN: 59-6000322	Email: nmimms@cityoffortpierce.com

DEO's Agreement Manager:

Adam Madlinger, FCCM
107 E. Madison St. MSC-80
Tallahassee, Fl 32399
Phone: 850-717-8987
Email: Adam.Madlinger@deo.myflorida.com

[*The remainder of this page has been intentionally left blank.*]

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties' duly-authorized officials sign this Agreement.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**CITY OF FORT PIERCE**	
By	_____ Signature	**By**	_____ Signature
Title	**Dane Eagle** **Secretary**	**Title**	**Linda Hudson** **City of Fort Pierce Mayor**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

CITY OF FORT PIERCE, CITY CLERK

By: _____

Approved Date: _____

CITY OF FORT PIERCE, CITY ATTORNEY

By: _____

Approved Date: _____

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Exhibit A
SCOPE OF WORK

1. PROJECT DESCRIPTION: Section 288.101, Florida Statutes ("F.S."), established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded $2,745,223 for Downtown Waterfront Corridor improvements to include the reconstruction of Indian River Drive from Marina Way to Seaway Drive, the restoration of the aging central utilities, pedestrian safety enhancements along A.E. Backus Avenue and Indian River Drive, and reconstruction of Moore's Creek Bridge.

2. GRANTEE'S RESPONSIBILITIES:

a. **COMMENCEMENT AND TIMELINE.**

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
DEO shall not reimburse Grantee for any work performed prior to the Effective Date unless DEO expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:
- Provide to DEO's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from DEO's Agreement Manager a Notice to Proceed.
DEO shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence by March 1, 2023, and shall be completed on or before the fifth anniversary of the Effective Date (the "Completion Date"), unless terminated earlier. DEO shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to DEO upon DEO's request to DEO's satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, DEO may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.**

1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to DEO that Grantee's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to DEO certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to DEO on or before the Commencement Date, DEO may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to DEO its written notification of either its intent to:

a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and

regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by DEO, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.

4) If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of Sections 255.0991 and 255.0992, F.S..

5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.

6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.

7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. DEO shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.

8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 for each occurrence, and property damage insurance of at least $100,000 for each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of this Agreement, when it includes construction within the limits of a railroad right-of-way, Grantee must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2014), as amended.

10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it meets any other applicable standards.

11) Grantee shall expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the fundsfor any legal action against the State or DEO, or costs associated with preparation of the Proposal.

12) Upon completion of the work authorized by this Agreement, Grantee shall notify DEO 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 as Exhibit F. The certification shall state that work has been constructed in compliance with the Project design 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. All deviations shall have had prior written approval from DEO in advance of the deviation being constructed.

13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in Exhibit E. The terms of this provision shall survive the termination of this Agreement and may be enforced by DEO.

c. **RETURN ON INVESTMENT**. Grantee's failure to meet the Return on Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.

1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least $0.00 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work,

after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Capital Investment Date").

2) Grantee shall certify that at least 484 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Job Creation Date").

3) Grantee shall certify that [0] Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

d. **COMPLETION OF CONSTRUCTION**: Grantee shall complete the following tasks:

a. Design and Engineering

i. Complete project design in a manner consistent with the description in Section 1 of this Scope of Work.
ii. Obtain South Florida Water Management District Environmental Resource permit.
iii. Obtain Florida Department of Transportation Right-of-Way permit.
iv. Obtain Florida Department of Environmental Protection Environmental Resource permit.

b. **Construction:**

i. Reconstruction of Indian River Drive from Marina Way to Seaway Drive.
ii. Reconstruction of central utilities,
iii. Pedestrian safety enhancements along A.E. Backus Avenue and Indian River Drive
iv. Reconstruction of Moore's Creek Bridge.

3. DEO'S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Grantee.

4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1: Design and Permits		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete design plans and permitting activities as described in Section 1, 2.b, and 2.d of this Scope of Work.	Grantee may be allowed reimbursement upon design plans and permitting in accordance with Sections 2.b and 2.d of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies (in digital or hard copy format) of final design plans and copy of permits.	Failure to meet the minimum level of service for this Deliverable and Deliverable 2 shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.
		DELIVERABLE NOT TO EXCEED: $1,000,000

Deliverable No. 2: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the infrastructure activities as described in	Grantee may be allowed reimbursement upon completion of	Failure to meet the minimum level of service for

Section 1, 2.b, and 2.d of this Scope of Work.	construction activities in accordance with sections 2b. and 2.d of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	this Deliverable and Deliverable 1 shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.
		DELIVERABLE NOT TO EXCEED: $1,745,223
TOTAL AMOUNT NOT TO EXCEED $2,745,223		

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this agreement.

5. Additional Financial Consequences: The following financial consequences apply under the following circumstances:

a. RETURN ON INVESTMENT. If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then DEO will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. DEO has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If DEO makes such a demand for repayment, Grantee shall remit funds to DEO within twenty-four (24) months of such demand. In addition to any other remedies available to DEO, in the event that Grantee fails to remit such funds to DEO within twenty-four (24) months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. DEO will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. DEO shall calculate interest based on the number of days elapsed after the 24th month and until the day

Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate sanctions imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and DEO shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for $100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for $90,000, and the remaining $10,000 will be withheld.

c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), DEO hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by twelve (12) months. In the event that Grantee exercises the Option, within ten (10) business days of exercising the Option, Grantee shall pay to DEO a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to DEO written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon DEO's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

d. The Parties acknowledge and agree that the remedies set forth in this Section 5 constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by DEO would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each of the Parties further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that DEO will suffer or incur as a result of any such breach, and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions DEO would not enter into this Agreement.

6. REPORTING:

a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Quarterly reports are due to DEO no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are: September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in Section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.

b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

d. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the ten (10) year anniversary of the Completion Date falls, Grantee shall provide DEO with a written

certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

a. Grantee shall provide one invoice per quarter for all services rendered during the applicable period of time.
b. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
    2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
    3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
    4) Photographs of the project in progress and completed work;
    5) A copy of all supporting documentation for vendor payments;
    6) A copy of the cancelled check(s) specific to the project; and
    7) A copy of the bank statement that includes the cancelled check.
c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's rights under this Agreement, at law, or in equity, including but not limited to, DEO's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Grantee shall provide advance written notification to DEO, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, in DEO's sole discretion, to demand that Grantee reimburse DEO for part or all the funding provided to Grantee under this Agreement.

c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

    1) Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.

    2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created as a result of the Project.

1) New Job – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created as a result of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment as a result of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).
2) Retained Jobs – Retained Jobs are jobs that would have been eliminated, or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.
3) Leased Employees – Leased employees may be counted toward Grantee's jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee's job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as New Jobs as they relate to the "fee-for-service" arrangement described below. Employees of a business that has entered into a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers' employees are generally not considered "New Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1,820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.

c. **Determination of Capital Investment.** DEO accepts as capital investment so-called "hard" costs (such as construction and renovations of buildings, and acquisition of equipment) and "soft" costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

- End of Exhibit A (SCOPE OF WORK) -

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Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal

program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. DEO at each of the following addresses:

   Electronic copies (preferred):
   Audit@deo.myflorida.com

   or

   Paper (hard copy):
   Department Economic Opportunity
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room
   401 111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@deo.myflorida.com		Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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FUNDING RESOURCESFEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	U.S. Treasury
Catalog of Federal Domestic Assistance Title	Coronovirus State and Local Fiscal Relief Fund
Catalog of Federal Domestic Assistance Number	21.027
Award Amount	**$2,745,223**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. DEO will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through DEO's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	
Catalog of State Financial Assistance Title	
Catalog of State Financial Assistance Number	

Award Amount	**$0.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____

Signature of Authorized Representative Date

_____ _____

Printed Name of Authorized Representative Title of Authorized Representative

EXHIBIT D

GRANTEE'S RESOLUTION

DRAFT

EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
and _____

PROJECT DESCRIPTION:
_____

DEO Agreement No.
_____

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund 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 Florida Job Growth Grant Fund 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, Grantee shall furnish DEO a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

DRAFT

Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
   c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
   d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
   e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
   f. Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
   g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
   h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
   c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
   e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
   f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
   a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
   a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
   b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

DRAFT

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: SHYANNE HARNAGE, CRA ADMINISTRATOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: FJGIG GRANT AMENDMENT 1

CAO RLS FILE: RLS 24-250

DATE: JUNE 12, 2024

I have reviewed the above Request for Legal Services (RLS). The First Amendment draft 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 **11. f.**

Meeting Date: 07/01/2024

Re: Authorize Expenditure Leadership Florida

Submitted For: Latoya Ransom, Deputy City Clerk, City Clerk

SUBJECT:

Approval of expenditure in the amount of $5,500.00 for Commissioner Curtis Johnson, Jr. to participate in Leadership Florida.

SUMMARY:

The Leadership Florida Cornerstone Class Program provided useful information for professional and civic life.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Curtis Johnson, Commissioner.

Attachments

Leadership Florida

FY 2024 Commission Department Budget Report

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/20/2024 03:20 PM

Form Started By: Latoya Ransom Started On: 06/18/2024 11:45 AM

Final Approval Date: 06/20/2024

LEADERSHIP FLORIDA®

Dear Curtis,

On behalf of the Leadership Florida Board of Directors, we are pleased to invite you to participate in the Leadership Florida Cornerstone Class 42 Program! This is a great honor, as the selection process was even more difficult than in previous years due to the overwhelming number of highly qualified and motivated candidates. Congratulations!

The Leadership Florida Cornerstone Class Program is designed to provide important and relevant information that will be extremely useful as you exercise leadership in your professional and civic life. Robust program sessions comprised of different forums and formats will occur in the classroom and the field in communities across Florida. Topics will include emerging issues facing our state and its communities and elements designed to enhance each participant's understanding of Florida's history, demography, and trends. Moreover, participating in Leadership Florida will improve your "thought leader" network and facilitate your work with outstanding professional and civic leaders from throughout Florida to better your community and our state.

Before you decide to accept our invitation, please review this letter and the linked information. Several conditions apply to participate in this Class and to ensure a successful program. Please respond with your acceptance or a decline on or before Thursday, May 16, at noon.

FULL PARTICIPATION REQUIRED

100% attendance is required for all sessions. This ensures you receive the full Leadership Florida experience. All programs are in-person events held at various locations across the state. Each session is carefully planned to complement the overall program for a complete understanding of Florida's issues and for developing lifelong relationships with your peers across the state. Please note that the date of the Annual Meeting in June has been updated and is now scheduled for June 5-8, 2025.

To officially ***commit*** to participating in Leadership Florida Cornerstone Class 42, you must read the terms and complete the digital acceptance form at the link below by **Thursday, May 16, at noon. If this form is not completed by the due date, your position in this program might be at risk.**

If you feel that you cannot fully participate in this year's program, you can apply again next year, and your application will be noted accordingly. While there are no acceptance guarantees, you will receive special consideration in next year's selection process. A decline from you this year will NOT reflect poorly on any future Leadership Florida application. Please let Abbey Stewart, Director of Class Programs (astewart@leadershipflorida.org), know as soon as possible so that we can place an alternate candidate in your spot.

Digital Acceptance Form:
https://leadershipflorida.net/cornerstone-class-42-participant-commitment-form/

SUPERVISOR COMMITMENT
Your supervisor must also agree and sign a similar commitment form to ensure they are aware of and fully understand the Leadership Florida participation requirements. **Your supervisor's commitment is the second part of your class participation agreement and must also be completed by May 16 at noon. This email can be forwarded to your supervisor to have them complete this form:** https://leadershipflorida.net/cornerstone-class-42-supervisor-commitment-form/

CONFIDENTIAL INFORMATION – DO NOT SHARE!
Your Class will be officially announced on Sunday, June 16. Until then, we require you to refrain from publicly posting any information about your selection, including on company websites, social media, press releases, or any other public notices, or sharing your acceptance outside of your supervisor and immediate family members. Please respect this request and the process we must adhere to as we manage the communications for all applicants. Failure to do so may affect your participation in this program.

Thank you so much for your interest in Leadership Florida. We congratulate you on this remarkable achievement. We hope you can accept this invitation to participate in the Leadership Florida Cornerstone Class 42.

Warmest regards,

Ron Christaldi
Leadership Florida Board Chair-elect
President/CEO, Shumaker Advisors
Cornerstone Class 36

Wendy Spencer
President and CEO
Leadership Florida
Cornerstone Class 24

Abbey Stewart
Director of Class Programs
Leadership Florida
Education Class 6

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Leadership Florida Statewide Community Foundation, Inc.

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

Leadership Florida

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) 501(c)(3)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

3500 Financial Plaza, Ste 300

6 City, state, and ZIP code

Tallahassee, FL 32312

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	3	2	0	1	4	4	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 Christine Lucas Date June 3, 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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

LEADERSHIP FLORIDA

Leadership Florida

DUE 07/27/2024

$5,500.00

Review and pay

Powered by QuickBooks

Dear Curtis Johnson,

Please see your invoice attached!

Thank you for your support of Leadership Florida.

Bill to

Curtis Johnson
101 N US Highway 1
Fort Pierce, Florida 34950
United States

Cornerstone Class 42 - Tuition	$5,500.00

Balance due $5,500.00

Leadership® Florida is a 501(c)(3) nonprofit and holds registration SC-04988 with the Department of Agriculture & Consumer Services. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING (800) 435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

Review and pay

Leadership Florida

3500 Financial Plaza, Suite 300 Tallahassee, FL 32312

+1 8505211220

www.leadershipflorida.org

If you receive an email that seems fraudulent, please check with the business owner before paying.

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CITY COMMISSION DEPARTMENT
FY2024 Detailed Budget Report
(as of June 30, 2024)

Org	Object	Description	2024 Revised Budget	2024 Actual	2024 Encumbrances /Requisitions	2024 Available	2024 Percent
0011000	510100	PERSONAL SERVICES / REG WAGES	$165,360.00	$125,340.00	0.00	$40,020.00	75.80
0011000	520100	BENEFITS / FICA TAXES	$14,716.00	$9,772.75	0.00	$4,943.25	66.41
0011000	520200	BENEFITS / RETIREMENT GEN. MEM	$21,914.00	$16,075.20	0.00	$5,838.80	73.36
0011000	520300	BENEFITS / LIFE & HEALTH INS	$59,384.00	$43,375.67	0.00	$16,008.33	73.04
0011000	520350	BENEFITS / DENTAL INSURANCE	$1,788.00	$1,306.25	0.00	$481.75	73.06
0011000	520400	BENEFITS / WORK COMPENSATION	$248.00	$334.95	0.00	-$86.95	135.06
0011000	540100	TRAVEL & PER DIEM / CAR ALLOW	$27,000.00	$18,000.00	0.00	$9,000.00	66.67
0011000	540300	TRAVEL & PER DIEM / CONFERENCE	$15,000.00	$7,146.04	0.00	$7,853.96	47.64
0011000	541100	COMMUNICATIONS & FREIGHT / COM	$9,000.00	$716.46	0.00	$8,283.54	7.96
0011000	541200	COMMUNICATIONS & FREIGHT / POS	$100.00	$0.00	0.00	$100.00	0.00
0011000	546750	REPAIR & MAINTEN / SOFTWARE	$0.00	$0.00	0.00	$0.00	0.00
0011000	547100	PRINTING & BINDING / REPRODUCT	$59.00	$0.00	0.00	$59.00	0.00
0011000	548100	PROMOTIONAL ACTI / ADVERTISING	$1,695.00	$570.00	0.00	$1,125.00	33.63
0011000	549900	OTHER CURRENT CHRG / MISC EXP	$1,500.00	$68.75	0.00	$1,431.25	4.58
0011000	551100	OFFICE SUPPLIES / OFFICE SUPP	$500.00	$483.67	0.00	$16.33	96.73
0011000	551500	OFFICE SUPPLIES / MISC EQUIP	$0.00	$0.00	0.00	$0.00	0.00
0011000	552500	OPERATING SUPPLIES / UNIFORMS	$750.00	$53.48	0.00	$696.52	7.13
0011000	554100	BOOKS, EDUC, SUBSC, MEMB	$700.00	$543.20	0.00	$156.80	77.60
0011000	564100	EQUIPMENT & MACHINERY / OFFICE	$0.00	$0.00	0.00	$0.00	0.00
0011000	564200	EQUIPMENT & MACHINERY / FURNIT	$0.00	$0.00	0.00	$0.00	0.00
0011000	599999	CREDIT CARD SUSPENSE	$0.00	$0.00	0.00	$0.00	0.00

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

Meeting Date: 07/01/2024

Re: Approval of Award Agreement for the Florida Department of Law Enforcement JAG22 Countywide Grant

---

SUBJECT:

Approval of the Award Agreement from the Florida Department of Law Enforcement JAG22—Countywide Grant in the amount of $31,524.00.

SUMMARY:

The Department has tentatively been awarded funding entitled Florida Department of Law Enforcement JAG22-Countywide C-R7187: Crime Scene/Forensics Technology and Equipment. The approved award amount is $31,524.00. Accepting the award requires the approval of the "Award Agreement" and the mayor's signature.

This non-matching grant will fund Law Enforcement technology expenses, specifically equipment needed for the Department's Crime Scene Unit. This technology will improve the Crime Scene Unit's efficiency and accuracy while processing evidence from crime scenes.

The City Attorney's Office has approved the document regarding form and correctness.

RECOMMENDATION:

Staff recommends acceptance of the "Award Agreement".

ALTERNATIVES:

Do not accept the Award Agreement; subsequently, funds will not be awarded.

RESPONSIBLE STAFF:

Robert Ridle, Deputy Chief

COORDINATED WITH:

Jason Braun, Captain
Melissa Alexander, Grant Coordinator

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2024
Account:	1013005.564100
Amount:	$31,524.00

FISCAL IMPACT:

This grant is 100% funding of the expenses and does not require a local match.

Attachments

Award Agreement
Legals Review of Award

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/24/2024 02:00 PM
City Manager	Nick Mimms	06/24/2024 04:13 PM
Form Started By: Melissa Alexander		Started On: 05/31/2024 01:53 PM
Final Approval Date: 06/24/2024		

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Fort Pierce

Recipient SAM UEI: HD7SD9PNKNA5

Award Number: R7187

Award Period: 01/01/2024 – 09/30/2024

Award Title: C-R7187: Crime Scene/Forensics Technology and Equipment

Federal Funds: $31,524.00

Matching Funds: $0.00

Total Funds: $31,524.00

CFDA: 16.738

Federal Award Number: 15PBJA-22-GG-00656-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost:No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Fort Pierce (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix B)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department’s grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state’s Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7187
Award Title: C-R7187: Crime Scene/Forensics Technology and Equipment
Award Period: 01/01/2024 – 09/30/2024

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
City of Fort Pierce

Signature: _____

Typed Name and Title: Linda Hudson, Mayor

Date: _____

***** If using a designee, sign in the "Chief Official Designee" section below. *****

Chief Official Designee (optional)
City of Fort Pierce

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	R7187
Recipient:	City of Fort Pierce
Award Title:	C-R7187: Crime Scene/Forensics Technology and Equipment
Award Period:	01/01/2024 - 09/30/2024

Problem Identification

Since COVID-19, the City of Fort Pierce has struggled with funding resources for many things, especially Capital items. Lack of funding has hindered the ability to upgrade and replace many items in the Crime Scene Unit. The Crime Scene Unit is an essential part of the Fort Pierce Police Department in assisting to solve major crimes and traffic homicides. Due to the volume and complexity of crimes, there are multiple items that must be processed by the Crime Scene Unit. In processing these scenes, it is important that investigators are able to collect all the evidence, map out the area of the crime, take photographs and/or video of the scene, and process the evidence that was collected.

The Crime Scene Unit is using equipment that is outdated and inefficient, requiring increased maintenance to remain operational. The use of this equipment causes backups and delays in documenting scenes and processing evidence. Updating antiquated equipment would improve the Crime Scene Unit's accuracy and efficiency while providing a safer working environment. The duplex chamber drying cabinet currently in use is approximately 23 years old and is no longer in service, as filters for the unit are not available. The Unit's crime scene mapping technology is also outdated, requiring lengthy set up when investigating crime scenes and crashes, as well as an extensive process with cataloguing evidence. The digital cameras in use are four to six years old, and are moving past their usable life. Purchasing new cameras in tandem with video camcorders would allow one technician to record the scene, while the other takes photos, reducing the amount of time on the scene. Occasionally, photos must be retaken to ensure clarity due to low light levels and inclement weather; professional tripods and camera remote controls are needed to steady the cameras for the most accurate shot. The flatbed scanners currently used for fingerprinting analysis are slow and inefficient. There is only one photo printer for the department, which causes backup when printing photo evidence. Additional supplies such as batteries, chargers, SD cards, and ink/toner are needed to accompany the new equipment.

The Police Department has requested that the City allocate funding for the purchase of crime scene equipment and supplies. Due to budgetary constraints, the City has not been able to provide additional funding for this equipment.

Scope of Work

The City of Fort Pierce Police Department will use grant funding to purchase a duplex chamber drying cabinet, crash and crime scene mapping system, scanners, printers, digital cameras and video camcorders, as well as SD cards, batteries and battery chargers, tripods, and ink to assist with the collection of crime scene evidence.

A duplex chamber drying cabinet will store, dry, or otherwise process forensic evidence in a controlled environment, capturing pathogens, particulates, fumes, and odors emitted by the contents. They are designed for easy decontamination, compliant with ANSI Z9.5 criteria, and accommodate safety back-up filters.

Crash and crime scene mapping, a standalone system that will save time collecting evidence at traffic homicides and crime scenes, allows roadways to be opened more quickly, and expeditiously maps and measures evidence. This mapping technology can be set up in seconds and has control points to stitch together large scenes and create reference points for drones or robots. It can also be used with a digital camera, allowing the Crime Scene Unit to take photos within the mapped area, automatically naming the photos by file name, point number, and note.

New digital cameras will provide the Unit with newer technology, better resolution, faster processing time between shots, and reliability. The new digital cameras will have the capability of pairing to remote controls. Purchasing remotes and heavy-duty tripods to accompany the cameras will allow law enforcement to take accurate photos by keeping the camera still during long exposures in low light, and windy weather. To make

sure the cameras are always equipped and ready, additional batteries, chargers, and compatible SD cards shall be purchased to accompany the cameras.

Video camcorders will be utilized at crime scenes to take videos that are normally taken on the digital cameras. Using the camcorder will allow for one technician to record the scene while the other technician is photo documenting the scene. Video resolution will be higher quality. The amount of time spent on scene collecting visual evidence will be lessened. Similar to the cameras, the camcorders will also need batteries, chargers, and SD cards.

New flatbed scanners will provide higher resolution and better accuracy in comparisons of fingerprints. The newer technology will allow for faster processing of images, saving time and improving overall efficiency of the unit.

The addition of the photo printers will provide more access to print evidential photographs within the crime scene lab. Adding new photo printers to the Unit assists with getting line-ups to the Detectives faster, and provides clearer pictures. Additional ink will be purchased for the photo printers for future use once the starter pack is expended.

Appendix B - Deliverables

Award Number:	R7187
Recipient:	City of Fort Pierce
Award Title:	C-R7187: Crime Scene/Forensics Technology and Equipment
Award Period:	01/01/2024 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure crash and crime scene mapping, digital cameras, a duplex drying chamber, scanners, photo printers, tripods, video camcorders, batteries, battery chargers, ink/toner, SD cards, and remote controllers for the digital cameras.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $31,524.00

Appendix C - Approved Budget

Award Number:	R7187		
Recipient:	City of Fort Pierce		
Award Title:	C-R7187: Crime Scene/Forensics Technology and Equipment		
Award Period:	01/01/2024-09/30/2024		
Award Amount:	$31,524.00	$0.00	$31,524.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Crash & Crime Scene Mapping	1 Crash & Crime Scene Mapping System @ $8,706 (Operationally necessary accessories and peripherals may include: adapter, laser plummet, bi-pod legs, angle encoder, rangefinder, tablet, laser tech station, and incident mapping software) = $8,706 "City of Fort Pierce is responsible for any amount beyond the allocated funding."	$8,706.00	$0.00	$8,706.00
Digital Cameras	3 Digital Cameras @ $3,197 (includes f/4 lens and accessory kit) = $9,591. "City of Fort Pierce is responsible for any amount beyond the allocated funding."	$9,591.00	$0.00	$9,591.00
Duplex Chamber Drying Cabinet	1 Duplex Chamber Drying Cabinet @ $8,525 (includes Germicidal UV lamp and timer, unique door lock and key for multi-chambers, and start-up kit) = $8,525, Plus freight charge for delivery, 1 @ $330. "City of Fort Pierce is responsible for any amount beyond the allocated funding."	$8,855.00	$0.00	$8,855.00
Flatbed Scanners	2 Flatbed Scanners @ $120 = $240.	$240.00	$0.00	$240.00
Photo Printers	2 Photo Printers @ $180 = $360.	$360.00	$0.00	$360.00

Tripods	Advanced 3-Way Tripods 2 @ $359 = $718. Heavy Duty Tripod 1 @ $298/ea = $298.	$1,016.00	$0.00	$1,016.00
Video Camera Camcorders	3 Video Camera Camcorder @ $150 = $450.	$450.00	$0.00	$450.00
			D. Equipment Subtotal:	**$29,218.00**

E. Supplies				
Item Name	**Description**	**Grant Funded**	**Match**	**Total**
Batteries	Camera Batteries 6 x $48/ea = $288. Camcorder Batteries 3 x $17/ea = $51	$339.00	$0.00	$339.00
Battery Chargers	Battery Chargers for Batteries for digital cameras 3 x $36/ea = $108.	$108.00	$0.00	$108.00
Ink for Photo Printers	Ink (5-packs) for Photo Printer 4 x $180/ea = $720.	$720.00	$0.00	$720.00
Remote Controllers for Digital Cameras	Remote Controller sets for digital cameras 3 x $277/ea = $831.	$831.00	$0.00	$831.00
SD Cards for Media Storage	Camera SD Cards 2 x $130/ea = $260. Camcorder SD Cards 3 x $16/ea = $48.	$308.00	$0.00	$308.00
			E. Supplies Subtotal:	**$2,306.00**

Appendix D: Award Contacts

Award Number:	R7187
Recipient:	City of Fort Pierce
Award Title:	C-R7187: Crime Scene/Forensics Technology and Equipment
Award Period:	01/01/2024 - 09/30/2024

Recipient Grant Manager (GM)

Name: Melissa Alexander
Title: Grant Coordinator
Address: 920 S US Highway 1
Fort Pierce, FL 34950-5106
Phone: 772-467-6812
Email: malexander@fppd.org

Recipient Chief Official (CO)

Name: Linda Hudson
Title: Mayor
Address: 100 N US Highway 1
Fort Pierce, FL 34950-4205
Phone: 772-467-3020
Email: lhudson@cityoffortpierce.com

Recipient Chief Financial Officer (CFO)

Name: Johnna Morris
Title: Finance Director
Address: 100 N US Highway 1
Fort Pierce, FL
Phone: 772-467-3073
Email: jmorris@cityoffortpierce.com

Recipient Additional Point of Contact (POC)

Name: Jason Braun
Title: Lieutenant
Phone: 772-467-6824
Email: jbraun@fppd.org

Appendix E: Special Conditions

Award Number:	R7187
Recipient:	City of Fort Pierce
Award Title:	C-R7187: Crime Scene/Forensics Technology and Equipment
Award Period:	01/01/2024 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001	During application review, it was noted the Recipient's EEO Certification (EEOC) will expire on 8/25/2024. In order to prevent delays in payment, the Recipient must submit a new EEOC to the Office of Criminal Justice Grants prior to the expiration date.
W0002	WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
S0003	A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
W0004	WITHHOLDING OF FUNDS: The project period for this award starts 01/01/2024. Prior to the drawdown of funds, the Recipient must submit all required [monthly/quarterly] performance reports due since the start date of the award period.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2022 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds; non-collectible items; procedure
- Section 215.97, F.S. Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal

purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to

match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting -** The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal

or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 Insurance for Real Property and Equipment - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 General Appropriations Restrictions – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 **Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services**.**

7.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 **Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/Grants/Contacts.

11.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

13.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

14.0 **Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting -** The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 **Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 **Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records -** The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout -** Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients -** If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 **FFATA Reporting Requirements** - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 **Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 **Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 **Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. ***[Federal Award Number]*** *awarded by the* ***[Bureau of Justice Assistance/Bureau of Justice Statistics]****, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and

parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. *§* 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 **Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must

collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 For JAG: Extreme Risk Protection Programs – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

26.0 **For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

27.0 **For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: MELISSA ALEXANDER, POLICE DEPARTMENT

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: REVIEW OF FEDERAL AWARD FOR JAG - COUNTYWIDE GRANT

CAO RLS FILE: RLS 24-236

DATE: JUNE 12, 2024

I have reviewed the above Request for Legal Services (RLS) related to a grant from FDLE. The requirements on Fort Pierce Police Department (FPPD) under this grant are extensive, please make sure you are familiar with all requirements and are able to meet them. If there are any specific questions on any of the requirements, please let me know. A few specific terms in the Agreement that I believe need to be noted about this grant:

1. This is a reimbursement grant. This means the FPPD will have to expend their own funds up front and then apply for reimbursement through the grant. This is explained on page 2 of the Agreement.
2. Reimbursement is contingent upon federal funds being available. This is explained on page 13 of the Agreement. If, for some reason, the funds are not available or no longer available when reimbursement is applied for, the FPPD will bear the responsibility of that expenditure.
3. The Award Procurement and Cost Principles beginning on page 19 of the Agreement, the City's Purchasing Code, and the City's Procurement Policy and Procedures Manual are applicable to your purchases.
4. There are specific requirements in Appendix E FPPD must still comply with, to include, but not limited to:
    a. Submission of a new EEO Certification.
    b. Documentation showing the manufacturer and vendor are not on the Excluded Parties List.

With the above understanding, the Agreement is approved as to form and correctness. Please have this grant placed on a City Commission Agenda for approval and the Mayor's signature.

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: 07/01/2024

Re: Annexation - Garcia Annexation - 2507 Rolyat Street - Parcel ID: 2419-601-0049-000-2

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

WITHDRAWN BY APPLICANT - Ordinance 24-011: Review and approval of a voluntary annexation by Owner, Ignacio and Amelia Garcia, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at 2507 Rolyat Street. The proposed Future Land Use of the property is General Commercial (GC), with a proposed Zoning of Office Commercial (C-1). The Parcel ID is 2419-601-0049-000-2. FIRST READING (Postponed from May 6, 2024)

SUMMARY:

Project #: 24-02000001

Applicant and owner is proposing the annexation of one (1) parcel into the City of Fort Pierce. The property address for is 2507 Rolyat Street, with parcel ID: 2419-601-0049-000-2. The current St. Lucie County Future Land Use is Commercial (COM) and the current St. Lucie County Zoning is Commercial, Office (CO).

RECOMMENDATION:

Staff recommendation is for the City Commission to vote approval of the proposed annexation.

ALTERNATIVES:

1. Recommendation of approval with conditions.
2. Recommendation of disapproval.

RESPONSIBLE STAFF:

Kerry C. Driver, Planner

COORDINATED WITH:

- Technical Review Committee
- Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 24-011
Staff Presentation
Staff Report
Staff Supporting Documents
Applicant File
Legal Memo
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/12/2024 10:47 AM

Form Started By: Kerry Driver
Started On: 03/19/2024 03:26 PM
Final Approval Date: 05/07/2024

ORDINANCE NO. 24-011

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR APPROXIMATELY 2507 ROLYAT STREET** 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 FORT PIERCE ZONING DESIGNATION OF OFFICE COMMERCIAL (C-1); ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION OF GENERAL COMMERCIAL (CG); 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 CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the estimated population of the annexation is two (2); and

WHEREAS, the owner(s) have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their March 11th, 2024, meeting voted to recommend approval of the annexation; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation via certified mail to the St. Lucie County Administrator's Office on March 13, 2024, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on March 13, 2024, no fewer than ten (10) days prior to publishing or posting the ordinance notice;

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

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto, and incorporated herein; and the following property is hereby annexed into the City:

Parcel ID: 2419-601-0049-000-2

LEGAL DESCRIPTION:
SEMINOLE PARK S/D BLK 3 LOT 11 (MAP 24/19N) (0.24 AC) (OR 1298-1384)

Said property containing approximately 0.24 acres and being generally located at or near 2507 Rolyat Street, Fort Pierce, FL.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation of abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Office Commercial (C-1) and assigned a Future Land Use Designation of General Commercial (GC), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara 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. **24-011** was duly advertised accordance with Section 171.044(2) of the Florida Statues by display advertising St. Lucie News Tribune on Sunday, APRIL 21, 2024 and Sunday, MAY 5, 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 MAY 6, 2024; and was duly introduced, read by title only, and passed on second and final reading MAY 20, 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 **XX** day of ____ 2024.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

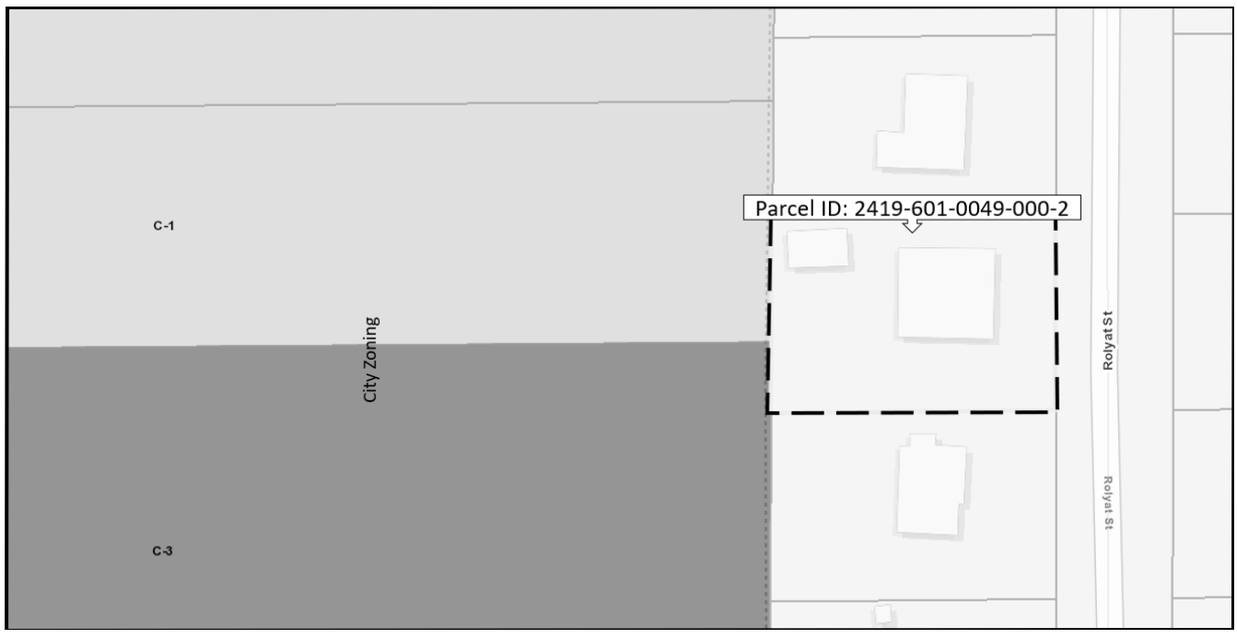
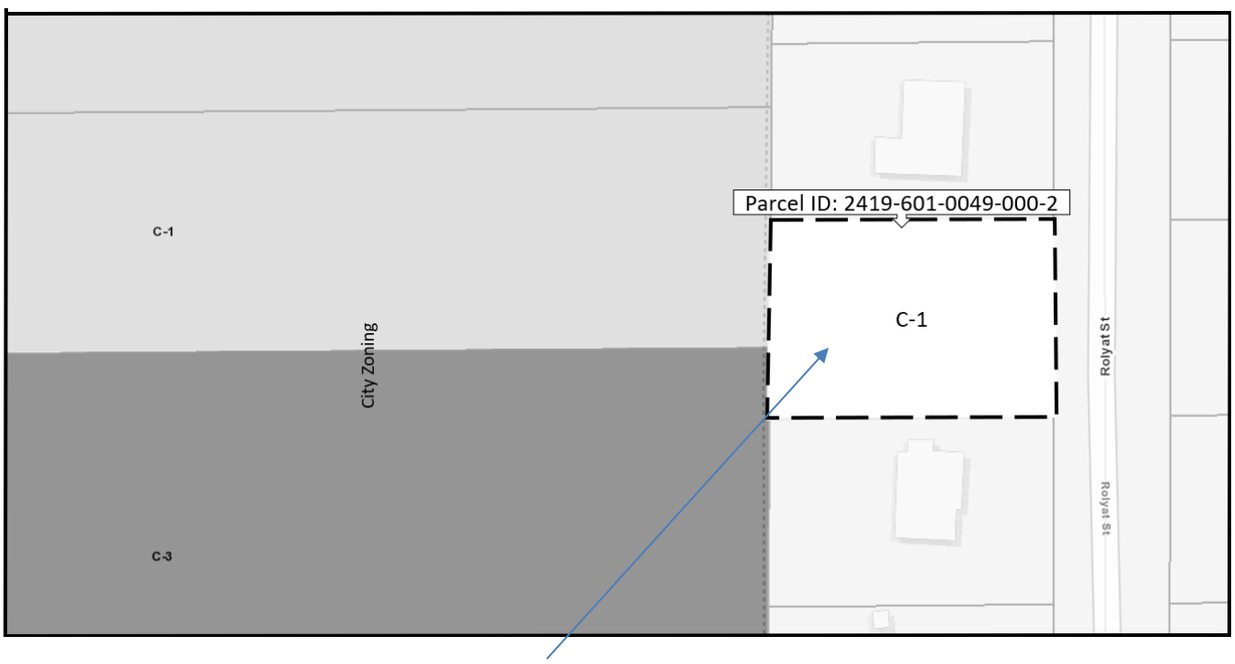


EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF OFFICE COMMERCIAL (C-1) AND
LAND USE DESIGNATION OF GENERAL COMMERCIAL (CG)

CITY OF FORT PIERCE

CITY COMMISSION

May 5th, 2024

Garcia Annexation
2507 Rolyat Street

APPLICANT

Ignacio & Amelia Garcia

PROPERTY OWNER(S)

Ignacio & Amelia Garcia

PARCEL ID #(S):
2419-601-0049-000-2

SUMMARY

Request for review of an application for a Voluntary Application for Annexation for one (1) parcel of land at or near 2507 Rolyat Street.

BACKGROUND

The applicant is requesting a voluntary annexation of one (1) parcel at or near 2507 Rolyat Street in Fort Pierce, Florida. The parcel ID is 2419-601-0049-000-2.

The subject property has St. Lucie County Future Land Use designations of Commercial (COM) and a St. Lucie County Zoning designation of Commercial, Office (CO). The applicant is proposing Future Land Use designations of General Commercial 15 du/ac (GC) with a Zoning classification of Office Commercial (C-1).

SITE LOCATION



SITE AREA= 0.24 +/- Acres

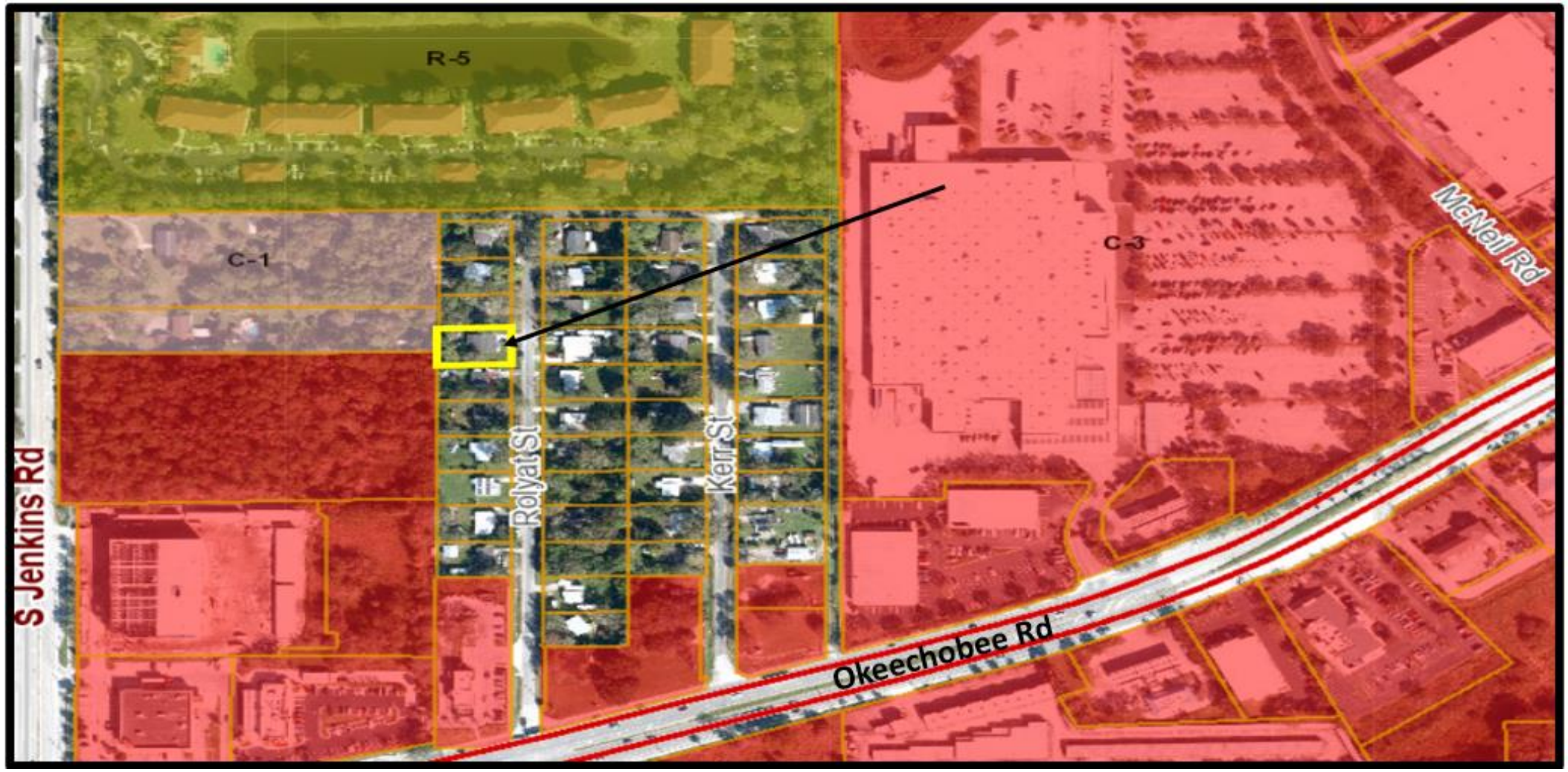
Garcia ANNEXATION

COMPREHENSIVE PLAN

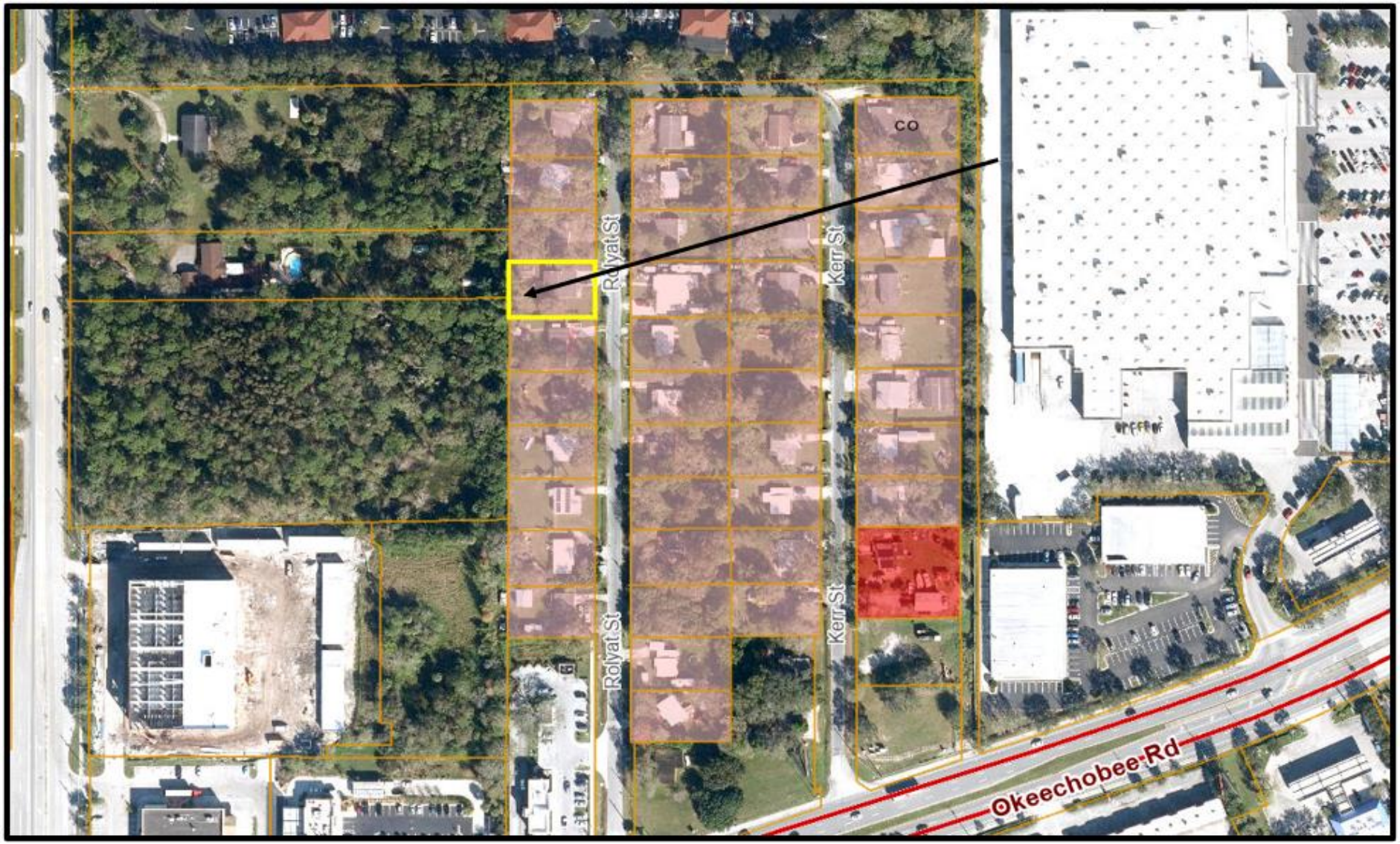
Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The subject proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

The current value of the property is $150,700. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000. The property has an existing dwelling unit.

CITY ZONING SURROUNDING ENCLAVE



COUNTY ZONING WITHIN ENCLAVE



Garcia ANNEXATION

COMPARISON TABLE

FLU COMPARISON -

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.24	10,454.4

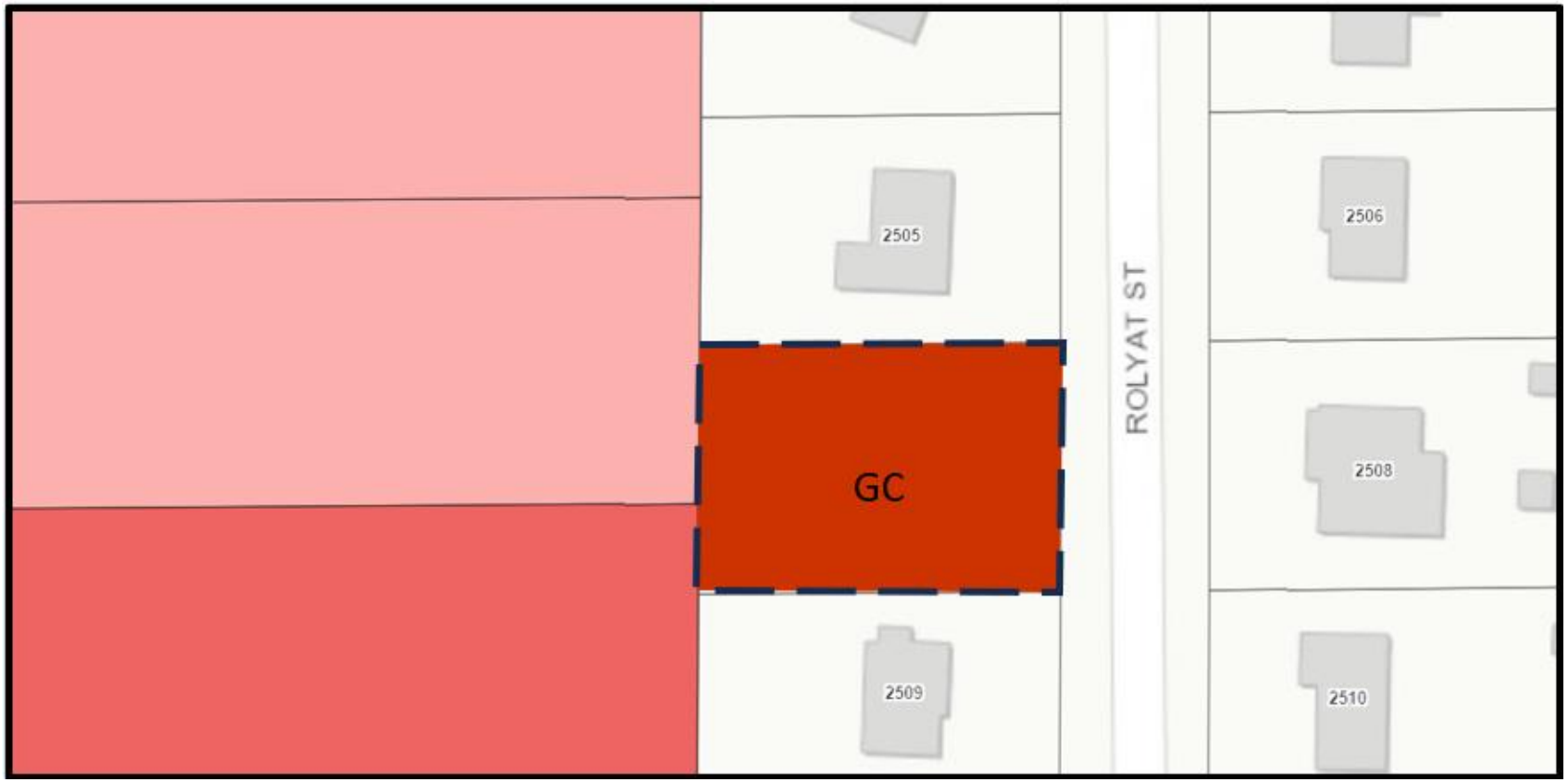
		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	26,136.0 SQ.FT
PROPOSED	GENERAL COMMERCIAL (GC)	15	3	1.0	10,454.4 SQ.FT
	INCREASE / (DECREASE)		3		(15,681.6) SQ.FT

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

EXISTING/PROPOSED FUTURE LAND USE

Current FLU: COM
(Commercial 0 du/ac – St. Lucie County)

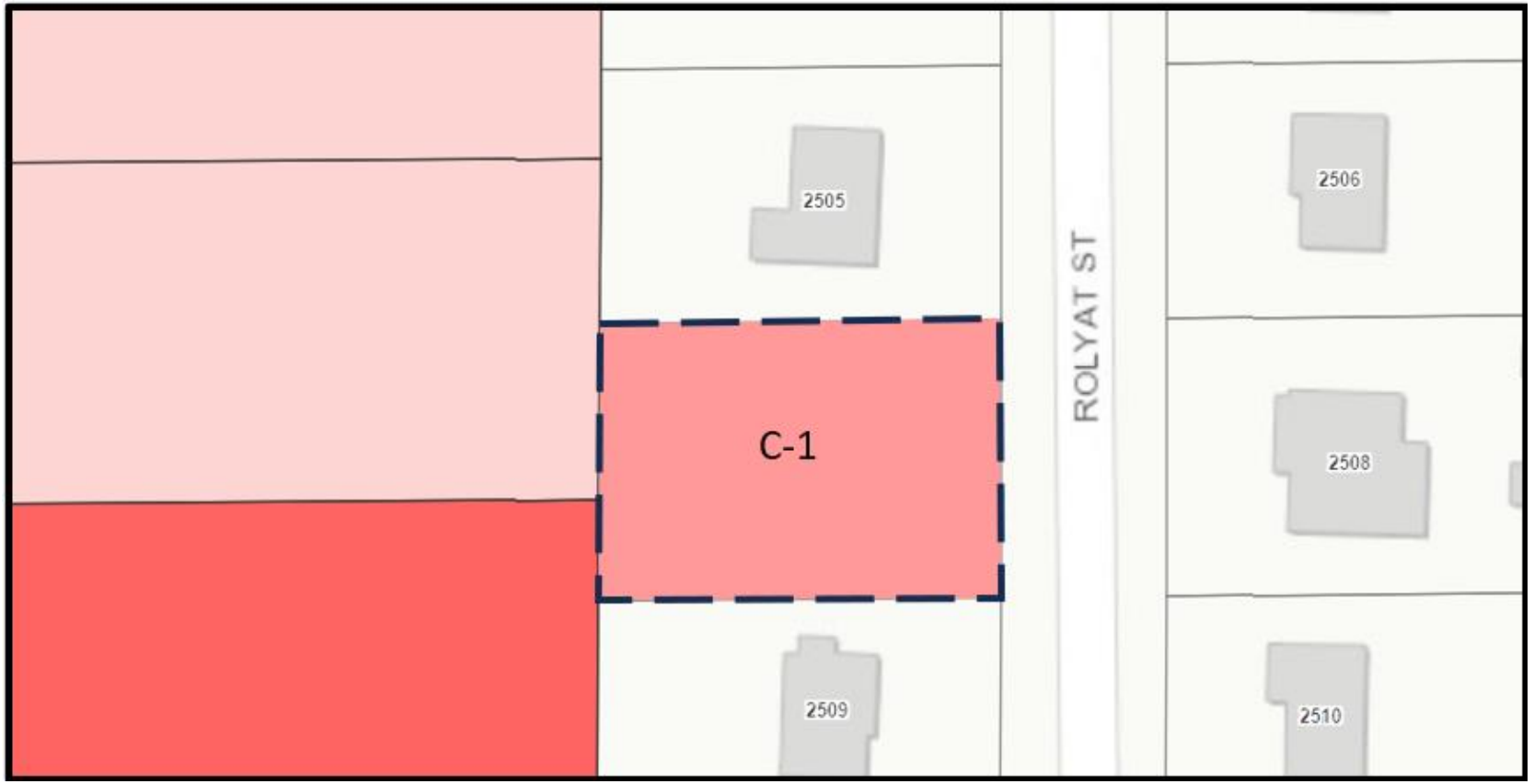
Proposed FLU: GC
(General Commercial 15 du/ac – City of Fort Pierce)



EXISTING/PROPOSED ZONING

Currently Zoned: CO
(Commercial, Office– St. Lucie County)

Proposed Zoning: C-1
(Office Commercial – City of Fort Pierce)



PLANNING BOARD

At their March 11th, 2024, meeting, the Planning Board voted 4 to 2 in favor of the Annexation.

RECOMMENDATION

Staff recommendation is for City Commission to **Approve** the proposed annexation.

ALTERNATIVE RECOMMENDATIONS

1. Recommend Approval with conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

May 5th, 2024

Garcia Annexation
2507 Rolyat Street

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nick C. Mimms, P.E., ICMA-CM, City Manager

FROM: Kerry C. Driver, Planner

RE: **Application for Voluntary Annexation at Location**

BOARD DATE: **May 5**, 2024

STAFF REPORT

Property Owners/ Applicants Ignacio & Amelia Garcia

Requested Action: Approval of a Voluntary Application for Annexation

Site Locations: 2507 Rolyat Street, Fort Pierce, FL 34947

Parcel ID: 2419-601-0049-000-2

Parcel Area: **0.24** acres

Current Future Land Use: Commercial - SLC

Current Zoning: Commercial, Office - SLC

Proposed Future Land Use: **GC,** General Commercial

Proposed Zoning: C-1, Office Commercial

Utilities: FPUA

	North	East	South	West
Surrounding FLU:	Commercial (COM)	Commercial (COM)	General Commercial (GC)	Office Commercial (C-1)
Surrounding Zoning:	Commercial, Office (CO)	Commercial, Office (CO)	General Commercial (C-3)	Office Commercial (C-1)

Staff Analysis:

Request

This is a voluntary annexation of Address 2507 Rolyat St. The parcel ID is 2419-601-0049-000-2

INSERT LOCATION MAP



The subject property has a St. Lucie County Future Land Use designation of Commercial 0 du/ac (COM) and a zoning designation of Commercial, Office, 10 (CO). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation for the parcel is General Commercial (GC), with a zoning classification of Office Commercial (C-1).

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the property is located within unincorporated St. Lucie County and are contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

The current taxable value of the property is $150,700. Should the Application for Annexation be approved, it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. Currently, the property has a single-family home.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The subject property is in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. This parcel abuts properties that are within the City limits. The annexation of the property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. Staff is requesting that the City of Fort Pierce Future Land Use and Zoning remain consistent with the current County designations of OC and COM, respectively, and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Designations of GC and C-1, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department will provide notice of this annexation by mail to the St. Lucie County Administrator's Office by **March 13**, 2024, no fewer than thirty (30) days prior to the first reading of these annexations by the City Commission.

Technical Review Committee

All affected Departments have reviewed the submittals and have no objections regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan.

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of GC and the Zoning designation of C-1.

Planning Board

The City of Fort Pierce Planning Board, at their **March 11th**, 2024, meeting, voted 4 **to** 2 to recommend Approval of the annexation.

BUSINESS IMPACT ESTIMATE

SUBMITTED BY: Kerry C. Driver

SUBJECT: 2507 Rolyat Street: ANNEXATION

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1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

   Annexation of property into the City limits in order to define city boundaries and service areas, to prevent uncontrolled sprawl, and to eliminate the enclave.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

      Property owner (current use and assessed value $150,700) will become subject to City property taxation at 6.9 mils = $0.00. Changes in use/redevelopment may increase property tax.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

      No new charges/fees related to the annexation.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      Regulatory costs: No new charges or fees related to the annexation will be imposed on businesses.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

   Unknown

4. Any additional information the Commission may find useful.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. Sections 190.005 and 190.046; 351
    c. Section 553.73, relating to the Florida Building Code; or
    d. Section 633.202, relating to the Florida Fire Prevention Code.

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

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: **February 15, 2024**
Property Address: **Annexation - 2507 Rolyat Street**

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 8th 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 MEC elements will comply with the Florida Building Code requirements.

☐ 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: 2/9/24

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Planning Department

FROM: John R. Andrews, P.E., City Engineer

RE : 2507 Rolyat Street – Annexation
Property Tax ID 2419-601-0049-000/2

DATE : February 13, 2024

This is to advise you that we have completed the review of the following documents as received by this office on February 1, 2024:

- [x] Annexations
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Future Land Use Designation
- [ ] 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
- [ ] CU Approval
- [ ] DPCR Approval
- [ ] C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for advisory comments

JRA/jra

Q:\ENGINEERING\Site Development Projects\Miscellaneous\Annexations\2507 Rolyat\Submittal No. 1 - 020124\Annexations Approval - 2-13-24.docx

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

February 15, 2024

Case #: 24-0200001

Planner: City of Ft. Pierce Planning Department

Annexation

2507 Rolyat Street, Fort Pierce, FL

Comments:

No comments at this time.

.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: # 24-02000001

Annexation - 2507 Rolyat Street

Comments

FPUA W/WW Engineering: Approved.

FPUA Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved.**

FPUA Gas: Approved.

FPUAnet Fiber: FPUAnet **Approves;** Fiber Internet Service **– Can be Available.**

If client would like **Fiber Internet Service** from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements if service is desired.

FPUAnet - Developer Letter.pdf

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

Dear Developer,

I am writing to you today on behalf of FPUAnet, the City of Fort Pierce's municipal fiber internet service provider. I am reaching out to you to discuss the benefits of choosing FPUAnet for your next development project.

FPUAnet offers a number of advantages over traditional internet providers, including:

- **Scalable to meet growing demands:** FPUAnet's fiber optic network is designed to scale to meet the growing demands of Fort Pierce. This means that you can be confident that your internet connection will be able to handle even the most demanding applications and devices.
- **Gigabit internet throughout the entire service area:** FPUAnet offers gigabit internet speeds throughout its entire service area. This means that you can get the fastest possible internet speeds, no matter where you live in Fort Pierce.
- **High-quality internet to rural and low-income areas:** FPUAnet is committed to providing high-quality internet access to all residents of Fort Pierce, including those in rural and low-income areas. This is important for ensuring that everyone has the opportunity to participate in the digital economy.
- **Faster and more affordable than privately owned ISPs:** FPUAnet's prices are competitive with other internet providers, and in many cases, they are even more affordable. This is because FPUAnet does not have to make a profit, so it can pass on the savings to its customers.

In addition to these advantages, FPUAnet is also committed to providing excellent customer service. Our team of experts is available 24/7 to help you with any questions or problems you may have.

I would be happy to discuss your specific needs in more detail. Please do not hesitate to contact me at peters@fpua.com or 772-466-1600 ext.3311.

Thank you for your time and consideration. I look forward to hearing from you soon.
Sincerely,

Eric Peters
On behalf of FPUAnet

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application packets shall include **Warranty Deed** and **Current Survey** (completed within the last 12 months)

- E-mail the complete application packet to planning@cityoffortpierce.com for sufficiency review.
- After sufficiency review one (1) original and two (2) copies of the application and support documents are needed. E-mail planning@cityoffortpierce.com or call 772-467-3737 to schedule an appointment.

1. Address: 2507 Rolyat ST Fort. Pierce FL 34947
2. Legal description of real property for which annexation is being requested:
   2507 Rolyat ST, Saint Lucie County Seminole Park S/D BLK 3 Lot 11 (map 24/19N) (0.24 Ac) (or 1298-1384)

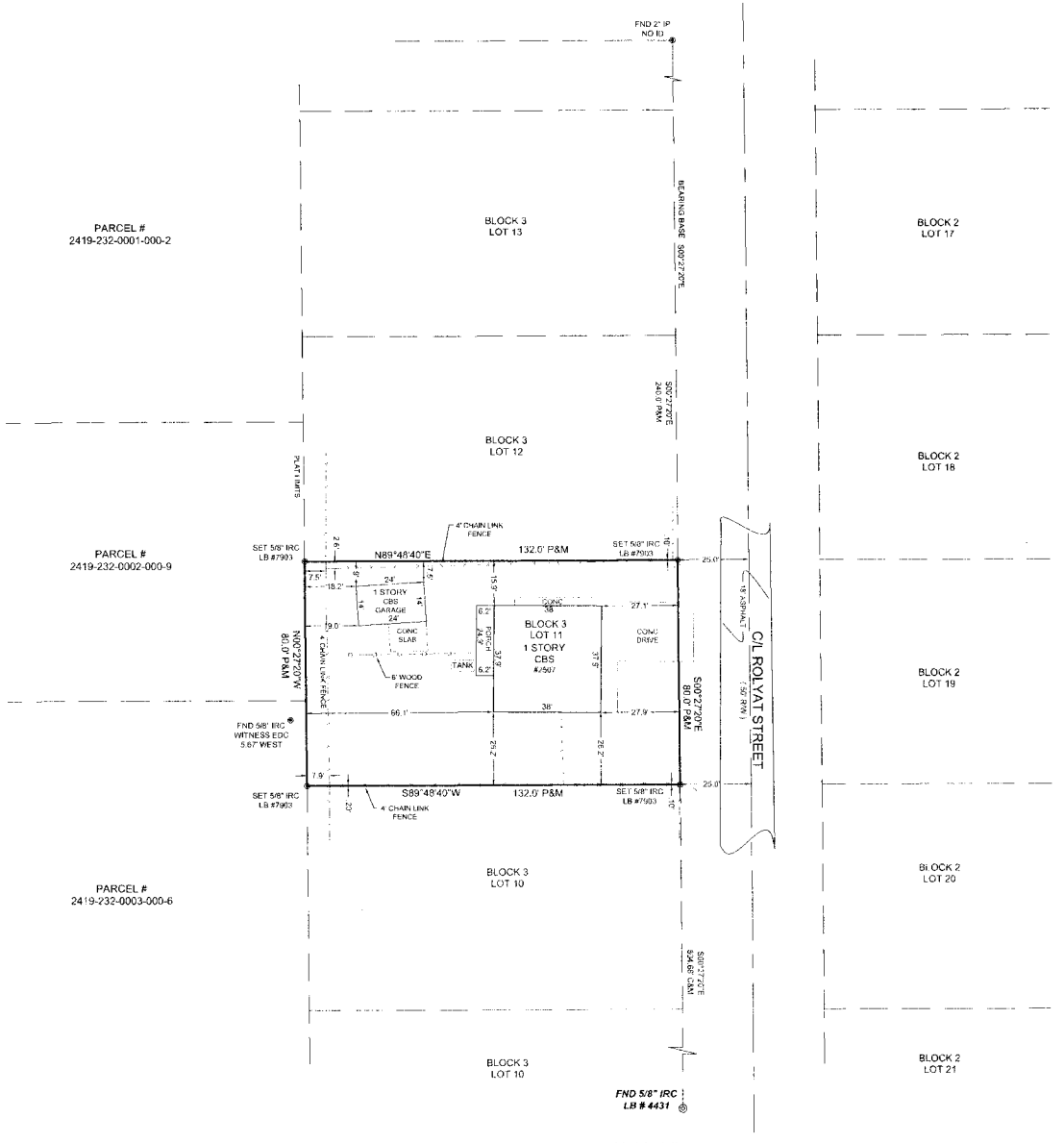
   Property Tax ID: 2419-601-0049-000/2
3. Size of described property: 0.24 AC
4. Project description: Converting from septic to sewer
5. Current St. Lucie County Future Land Use Designation: Same 0100-SF Res.
6. Current St. Lucie County Zoning: Residencial & commercial office
7. Is this a Historic property? NO
8. Appraised value: 150,700
9. Name of Owner(s): Ignacio Garcia & Amelia Garcia

   Signature of Owner(s): [signature]
   Mailing Address: 110 maple Ave
   City Fort. Pierce State FL Zip 34982
   Phone 772 267 6977 772 777 5599
   E-mail: garciaignacio78@Yahoo.com
10. Name of Representative:

    Signature of representative:
    Mailing Address:
    City) State Zip
    Phone
    E-mail:

BOUNDARY & TOPOGRAPHIC SURVEY

LYING IN ST. LUCIE COUNTY, FLORIDA



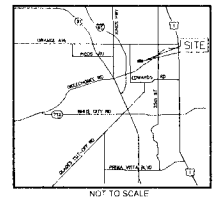


0' 20' 40'

GRAPHIC SCALE IN FEET

IF THIS BAR DOES NOT MEASURE 1 INCH, THE DRAWING IS NOT TO SCALE

LOCATION MAP



NOT TO SCALE

STREET ADDRESS

2507 ROLYAT STREET, FORT PIERCE, FLORIDA 34947

LEGAL DESCRIPTION

LOT 11, BLOCK 3 OF SEMINOLE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 11, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 0.24 ACRES, MORE OR LESS.

LEGEND & ABBREVIATIONS

A	ARC LENGTH
A/C	AIR CONDITIONER
BM OR	BENCHMARK
BRG	BEARING
C	CALCULATED DATA
CBS	CONCRETE BLOCK STRUCTURE
C/L	CENTERLINE
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
DB	DEED BOOK
DBH	DIAMETER AT BREAST HEIGHT
DEG OR °	DEGREE
ELEV	ELEVATION
FFE	FINISHED FLOOR ELEVATION
FND	FOUND
ID	IDENTIFICATION NUMBER
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD & CAP
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
M	MEASURED DATA
MHWL	MEAN HIGH WATER LINE
MON	MONUMENT
N&D	NAIL AND DISK
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NO OR #	NUMBER
OHP	OVERHEAD UTILITIES
ORB	OFFICIAL RECORDS BOOK
P	PLATTED DATA
PB	PLAT BOOK
PG(S)	PAGE(S)
PLS	PROFESSIONAL LAND SURVEYOR
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS
RLS	REGISTERED LAND SURVEYOR
R/W	RIGHT-OF-WAY
WM	WATER METER
Δ	DELTA
S	SANITARY SEWER
	UTILITY POLE

GLOBAL POSITIONING SYSTEM (GPS) NOTES

1. REAL TIME KINEMATICS (RTK) METHOD WAS UTILIZED USING CARLSON BRX-6+, 372 CHANNEL GNSS ATHENA, WITH ATLAS L-BAND RECEIVER.

2. TYPICALLY, A BASE RECEIVER IS SET UP ON AN ESTABLISHED CONTROL STATION WHILE A ROVING RECEIVER LOCATES EXISTING MONUMENTS, IMPROVEMENTS AND CONTROL ON THE PROJECT.

3. GPS SURVEY MEASUREMENTS WERE PROCESSED AND ADJUSTED USING CARLSON SURVEY 2018.

4. THE HORIZONTAL AND VERTICAL TARGET ACCURACY FOR THIS SURVEY EXCEEDS MINIMUM STANDARDS OF PRACTICE PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17.

5. THE COORDINATES SHOWN HEREON ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT).

SURVEYOR'S NOTES

1. THE PURPOSE AND/OR EXPECTED USE OF THIS SURVEY AND/OR MAP IS VERIFY RESIDENTIAL PROPERTY CORNERS . ANY OTHER USE IS PROHIBITED BY ASI.

2. REPRODUCTIONS AND/OR PHOTO COPIES, WHETHER PARTIAL OR IN ITS ENTIRETY, AS WELL AS ANY ADDITIONS AND/OR DELETIONS TO THIS SURVEY ARE PROHIBITED BY ASI AND WILL DEEM THIS SURVEY AND/OR MAP TO BE INVALID REGARDLESS OF ANY SIGNATURE OR SEAL, WHETHER THAT SIGNATURE OR SEAL IS DIGITAL OR NOT.

3. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST RIGHT OF WAY OF ROLYAT STREET, HAVING A BEARING OF S00°27'20"E, ACCORDING TO THE PLAT OF SEMINOLE , AS RECORDED IN PLAT BOOK 10, PAGE 11, PUBLIC RECORDS, ST. LUCIE COUNTY, FLORIDA.

4. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12111 C 0167 J, EFFECTIVE DATE FEBRUARY 16, 2012.

5. ELEVATIONS, IF SHOWN, ARE IN NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988 AND ARE REFERENCED TO ST. LUCIE COUNTY BENCHMARK "X-020" HAVING AN ELEVATION OF 14.59'.

6. ALL MEASUREMENTS ARE IN ACCORDANCE WITH UNITED STATES STANDARDS, IN FEET AND DECIMALS THEREOF.

7. ALL ABOVE GROUND FIXED IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED AND SHOWN HEREON.

8. UNDERGROUND UTILITIES AND UTILITY SERVICES HAVE NOT BEEN LOCATED ON THIS SURVEY.

9. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY OCCUPY LAND SURVEYED OR LAND OF OTHERS.

10. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENT'S DEED RESTRICTIONS, OR MURPHY ACT DEEDS.

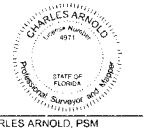
11. THE LAST DATE OF FIELD WORK AND/OR DATA ACQUISITION WAS DECEMBER 15, 2023. ANY CHANGES TO THE PROPERTY AFTER THAT DATE ARE NOT INCLUDED ON THIS SURVEY.

SURVEYOR'S CERTIFICATION

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE SURVEY OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS MINIMUM STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATE STATUTES. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S.



Digitally signed by CHARLES ARNOLD
Date: 2023.12.27 09:51:50 -05'00'

CHARLES ARNOLD, PSM
FLORIDA LICENSED NO. LS 4971

DATE

NOTE:
If this is an electronically signed and sealed survey and/or map, it is done so per Florida Administrative Code (F.A.C.) 5J-17. Any printed survey and/or map and copies thereof are not valid without the original signature and seal of a Florida licensed surveyor and mapper.

ARNOLD SURVEYING, INC.
PROFESSIONAL SURVEYORS & MAPPERS
FLORIDA LICENSED BUSINESS NUMBER 7903
4888 N. KINGS HIGHWAY #425, FORT PIERCE, FLORIDA 34951
24 VERDE VISTA, FORT PIERCE, FLORIDA 34951
PHONE (772) 708-1819 SURVEY@ASI-SURVEY.COM

DATE	BY	REVISIONS

CERTIFICATIONS:
IGNACIO GARCIA
AMELIA GARCIA

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DRAWN BY:	RC
CHECKED BY:	CA
DATE:	12/19/2023
HORIZONTAL SCALE:	1"=20'
SHEET	1 OF 1
PROJECT NO.	23-127

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1805595 OR BOOK 1298 PAGE 1384
Recorded:05/09/00 14:03

* Doc Assump:	$	0.00
* Doc Tax :	$	161.00
* Int Tax :	$	0.00

Prepared By and Return To: LF1
Name: Wendy B. Potvin/REO Closing Coordinator
Law Offices of David J. Stern, P.A.
801 South University Drive, Ste. 500
Plantation, FL 33021

Folio Number: 241960100490002
FHLMC No. [redacted]
FILE No. 28462

Special Warranty Deed

THIS INDENTURE, made this 5 day of May, 2000 between **FEDERAL HOME LOAN MORTGAGE CORPORATION, organized and existing under the law of the United States of America, whose address is: c/o HomeSteps Asset Services, 8081 Royal Ridge Parkway, Suite 200, Irving, Texas 75036 hereinafter called the Grantor, to IGNACIO GARCIA and AMELIA GARCIA, his wife, hereinafter called the Grantee,** whose mailing address is: 3507 Robert Street, Fort Pierce, FL 34947.

(Wherever used herein the terms "Grantor and Grantee" include the parties to this instrument and their heirs, legal representatives and assignees of individuals, and assigns of corporations)

WITNESSETH: the Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged by these presents does grant, bargain and sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in St. Lucie County, Florida, viz:

All that certain Lot or Parcels of land situate in St. Lucie County, Florida, known and described as being Lot 11, Block 3 of **SEMINOLE PARK SUBDIVISION**, as per Plat thereof, as recorded in Plat Book 10, at Page 11, of the Public Records of St. Lucie County, Florida.

Subject to: Restrictions, limitations, conditions, reservations, covenants and easements of Record, if any, all applicable zoning ordinances, and Taxes for the current year and all subsequent years.

TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in otherwise appertaining.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple, that it has good right and lawful authority to sell and convey said land, that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

05/03/00 WED 08:28 FAX 9542238333

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its' name, and its' corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Wherever the text in this Deed so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural.

Signed, sealed and delivered in our presence:

FEDERAL HOME LOAN MORTGAGE CORPORATION, organized and existing under the laws of the United States of America

Debbie Germond
Debbie
(Printed Signature)

T. Hughes
Tony Hughes
(Printed Signature)

By: M. Angela Papaleris, Assistant Treasurer

(CORPORATE SEAL)

SEAL
MORTGAGE

STATE OF TEXAS

SS:

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 5 day of May, 2000 by M. Angela Papaleris, Assistant Treasurer as _____ of **FEDERAL HOME LOAN MORTGAGE CORPORATION, organized and existing under the law of the United States of America,** who is personally known to me and who did take an oath.

(SEAL)

NOTARY PUBLIC (Signature)

Print Name: _____

WILLIAM A WOODS
Notary Public State of Texas
My Commission Expires 11-13-01

CERTIFICATE
OF
APPOINTMENT AND AUTHORITY

Pursuant to the authority vested in me by Delegations of Authorities Certificate, Section VII, Legal, Part II.G, I hereby appoint M. ANGELA PAPALEXIS as Assistant Treasurer of the Federal Home Loan Mortgage Corporation (Freddie Mac) for the sole purpose of executing the documents regarding real properties which are foreclosed or real property acquired by other means and assigned to Real Estate Services for disposition, including, but not limited to, the following:

- Sales contracts;
- Advances for money to brokers or others;
- Listing agreements;
- Any and all documents required in connection with the disposition of such property, including, but not limited to, deeds, settlement statements, seller financing and assumptions and Limited Powers of Attorney to execute any and all documents necessary to convey the property;
- Property management agreements and rental agreements;
- Form 104 expenses related to property activity;
- Deeds to transfer or donate properties to outside organizations; and
- Documents with respect to special financing or special concessions.

This appointment and authority becomes effective immediately and shall continue in full force and effect until December 31, 2000, unless modified or revoked. This authority shall not be redelegated.

Mollie Roy
Associate General Counsel
Corporate Secretary's Office

Effective Date: January 1, 2000

OR BOOK 1298 PAGE 1386

@kk

CITY OF FORT PIERCE
*** CUSTOMER RECEIPT ***

Batch ID: DANA 1/10/24 01 Receipt no: 8658

Year	Number	Type	SvcCd	Description	Amount
2024	2000001	PL		PLANNING DEPARTMENT	$630.00

2507 ROLYAT ST
CK FR/AMELIA GARCIA
ADVERTISING FEE

Tender detail
CH Ref#: 1192 $630.00
Total tendered: $630.00
Total payment: $630.00

Trans date: 1/10/24 Time: 15:19:36

THANK YOU!

082714

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	KERRY DRIVER, PLANNER
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	ANNEXATION - 2507 ROLYAT STREET - PARCEL ID: 2419-601-0049-000-2
CAO RLS FILE:	RLS 24-151
DATE:	APRIL 4, 2024

I have reviewed the above Request for Legal Services (RLS). The draft Ordinance submitted 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

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

04/21/2024, 05/05/2024

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 05/05/2024

Keegan Moran
Legal Clerk

Notary, State of WI, County of Brown

3-7-27
My commission expires

Publication Cost:	$844.80	
Order No:	10089241	# of Copies:
Customer No:	1126026	1
PO #:	24-011 Rolyat	

THIS IS NOT AN INVOICE!

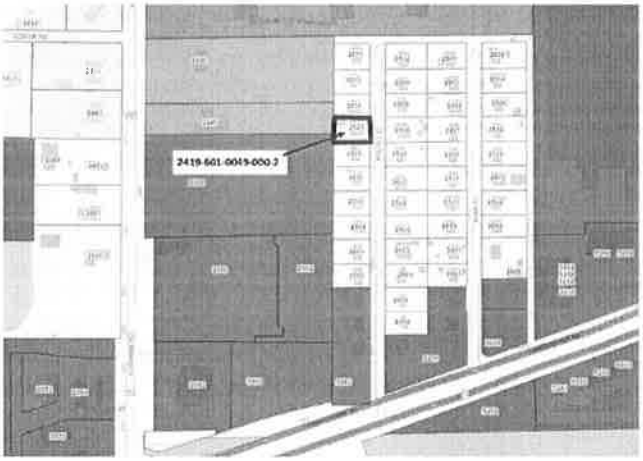
Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 6, 2024 at 5:05 p.m., and Monday, May 20, 2024 at 5:05 p.m. hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 24-011 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR APPROXIMATELY 2507 ROLYAT STREET 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 FORT PIERCE ZONING DESIGNATION OF OFFICE COMMERCIAL (C-1); ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION OF GENERAL COMMERCIAL (CG); 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 CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox
City Clerk
Publish: 4/21/24 and 5/5/24

TR-39263834

City Commission Regular Meeting - 5:05 pm **12. b.**

Meeting Date: 07/01/2024

Re: Kings Highway Commerce Center Site Plan - (3 Parcels)

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Review and Approval of an application for a Major Site Plan Amendment (Development Review & Design Review) by property owners, J. A. Development Partners, LLC, Shad Properties Group LLC, and Matthew Lyle Wynne II LLC, and Authorized Agent, Jeff H. Iravani, Inc., to construct two (2) flex-space buildings totaling 390,000 square feet of office and warehouse distribution space with associated site improvements the northeast corner of South Kings Highway and White Road in Fort Pierce, Florida, more specifically located at Parcel Control Number(s): 2313-332-0000-010-0, 2313-333-0001-000-7, and 2313-331-0000-000-4.

SUMMARY:

The proposed reduction in development will include two (2) phases of the two (2) proposed flex-space warehouse buildings. Phase 1 includes a warehouse that consists of 13,000 square feet of office space and 175,0000 square feet of warehouse; totaling 188,000 square feet, 130 parking spaces with 6 handicap spaces, 8 bicycle spaces, and 55 loading spaces. Phase 2 includes a warehouse that consists of 9,000 square feet of office space and 193,000 square feet of warehouse; totaling 202,000 square feet, 98 parking spaces with 6 handicap spaces, 8 bicycle spaces, and 39 loading spaces.

On January 17, 2023, the City Commission of the City of Fort Pierce unanimously approved a Site Plan (Development Review and Design Review) to construct two (2) flex-space buildings totaling 442,000 square feet of office and warehouse distribution space with associated site improvements. Following a market study by the Property Owner, a decision was made to reduce the square footage and redesign the original approved site plan for the subject property. The original approved site plan consisted of approximately 34.813 acres of land, consisting of four (4) parcels of land located at or near the southeast corner of South Kings Highway and Graham Road in Fort Pierce, FL. The site plan consisted of two (2) proposed structures (flex-space: office and warehouse spaces). The applicant originally provided a total of 262 parking spaces. The original site plan was phased out with Phase I consisting of Building 1 with 206,000 sf of warehouse space and 15,000 sf office space. Phase II will consist of 206,000 sf of warehouse space and 15,000 sf of office space in addition.

This Major Site Plan application is the result of reconsidering design and siting based on a market study by the property owner. The proposed flex-space warehouses total approximately 390,000 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.

The applicant is proposing two (2) Site Plan Amendment Options. Option #1 includes the

southernmost building's loading zone facing the north; away from public view. Option # 2 includes the southernmost building's loading zone facing the right-of-way with a six (6) foot concrete wall to block public view. Planning staff and the planning board support and recommend option # 1 because it meets the City Code Section 125-314 – Design Review Guidelines.

If the Commission so chooses to approve option #2, Planning Staff is recommending the following additional conditions:

1. **Additional trees, shrubs, and groundcover must be installed between the right-of-way and the concrete wall.**

2. **Colors of the concrete wall surface shall be chosen to complement the facade articulation and colors of the project to keep within the chosen architectural style and character.**

3. **Per City Code Section 125-314 (4) Elevations: b. Elevations adjacent to a public right-of-way shall be considered as a building front and treated as such with appropriate entrances, fenestration or detailing. The concrete wall must be punctuated with faux windows, doors, or architectural elements.**

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 Site Plan Amendment **(Option #1)** with the following conditions:

1. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required:

The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, 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.

In case of violation:

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.

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. 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 conducted before the issuance of a Building Permit.

4. After completion of the Unity of Title and Lot Combination, please submit a General Address Request Form for the newly created Parcel ID and for each proposed building.

If the Commission so chooses to approve option #2, Planning Staff is recommending the following additional conditions:

1. **Additional trees, shrubs, and groundcover must be installed between the right-of-way and the concrete wall.**

2. **Colors of the concrete wall surface shall be chosen to complement the facade articulation and colors of the project to keep within the chosen architectural style and character.**

3. **Per City Code Section 125-314 (4) Elevations: b. Elevations adjacent to a public right-of-way shall be considered as a building front and treated as such with appropriate entrances, fenestration or detailing. The concrete wall must be punctuated with faux windows, doors, or architectural elements.**

ALTERNATIVES:

- Approve with alternate conditions
- Approve Alternative Site Plan
- Denial

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
Public Notice Certification
Site Plan (Option 1) for Digital Signature
Site Plan (Option 2) for Digital Signature
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/17/2024 09:18 AM
Form Started By: Vennis Gilmore		Started On: 06/13/2024 05:17 PM
Final Approval Date: 06/17/2024		

CITY OF FORT PIERCE

CITY COMMISSION

July 1st, 2024

Kings Highway Commerce Center – Major Site Plan Amendment (Development Review & Design Review) – 2313-332-0000-010-0, 2313-333-0001-000-7, 2313-331-0000-000-4 (3 Parcels)

REPRESENTATIVE

Jeff H. Iravani, Inc. – Authorized Agent

PROPERTY OWNER(S)

J. A. Legacy Development Partners, LLC

Shad Properties Group LLC

Matthew Lyle Wynne II LLC

PARCEL ID(S) #:

2313-332-0000-010-0, 2313-333-0001-000-7, 2313-331-0000-000-4

SUMMARY

Request for review of an application for a Major Site Plan Amendment (Development Review) to construct two (2) flex-space buildings totaling 390,000 square feet of office and warehouse distribution space with associated site improvements.

BACKGROUND

On January 17, 2023, the City Commission of the City of Fort Pierce unanimously approved a Site Plan (Development Review and Design Review) to construct two (2) flex-space buildings totaling 442,000 square feet of office and warehouse distribution space with associated site improvements. Following a market study by the Property Owners, a decision was made to reduce the square footage and redesign the original approved site plan for the subject property. The original approved site plan consisted of approximately 34.813 acres of land, consisting of four (4) parcels of land located at or near the southeast corner of South Kings Highway and Graham Road in Fort Pierce, FL. The site plan consisted of two (2) proposed structures (flex-space: office and warehouse spaces). The applicant originally provided a total of 262 parking spaces. The original site plan was phased out with Phase I consisting of Building 1 with 206,000 sf of warehouse space and 15,000 sf office space. Phase II will consist of 206,000 sf of warehouse space and 15,000 sf of office space in addition.

STAFF DETERMINATION

This Major Site Plan application is the result of reconsidering design and siting based on a market study by the property owner. The proposed flex-space warehouses total approximately 390,000 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.

SITE LOCATION



SITE AREA= +/- 26.52 Acres

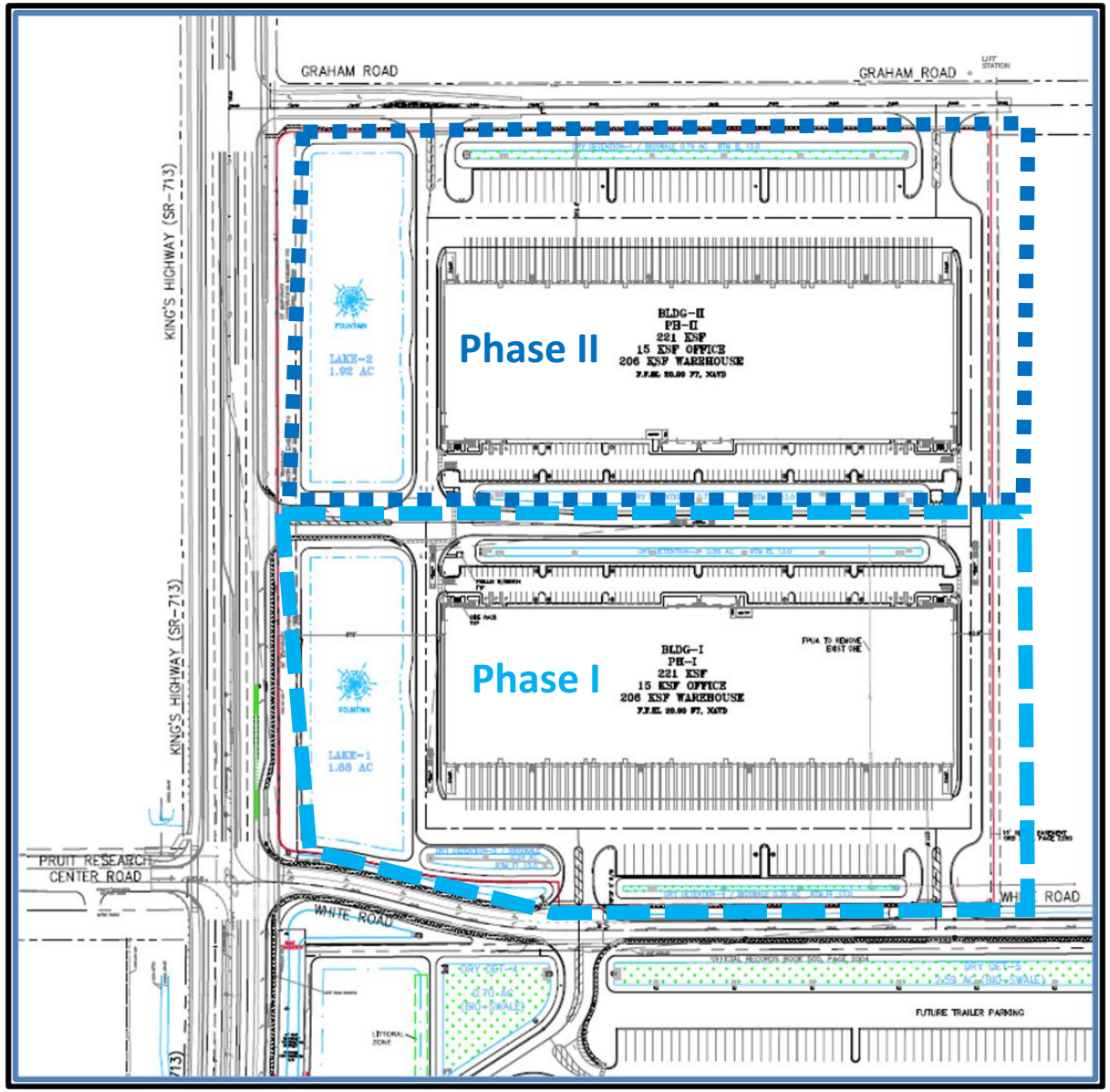
EXISTING FLU - ZONING

FLU: GC, General Commercial

Zoning: CP-1, Commercial Parkway Zone



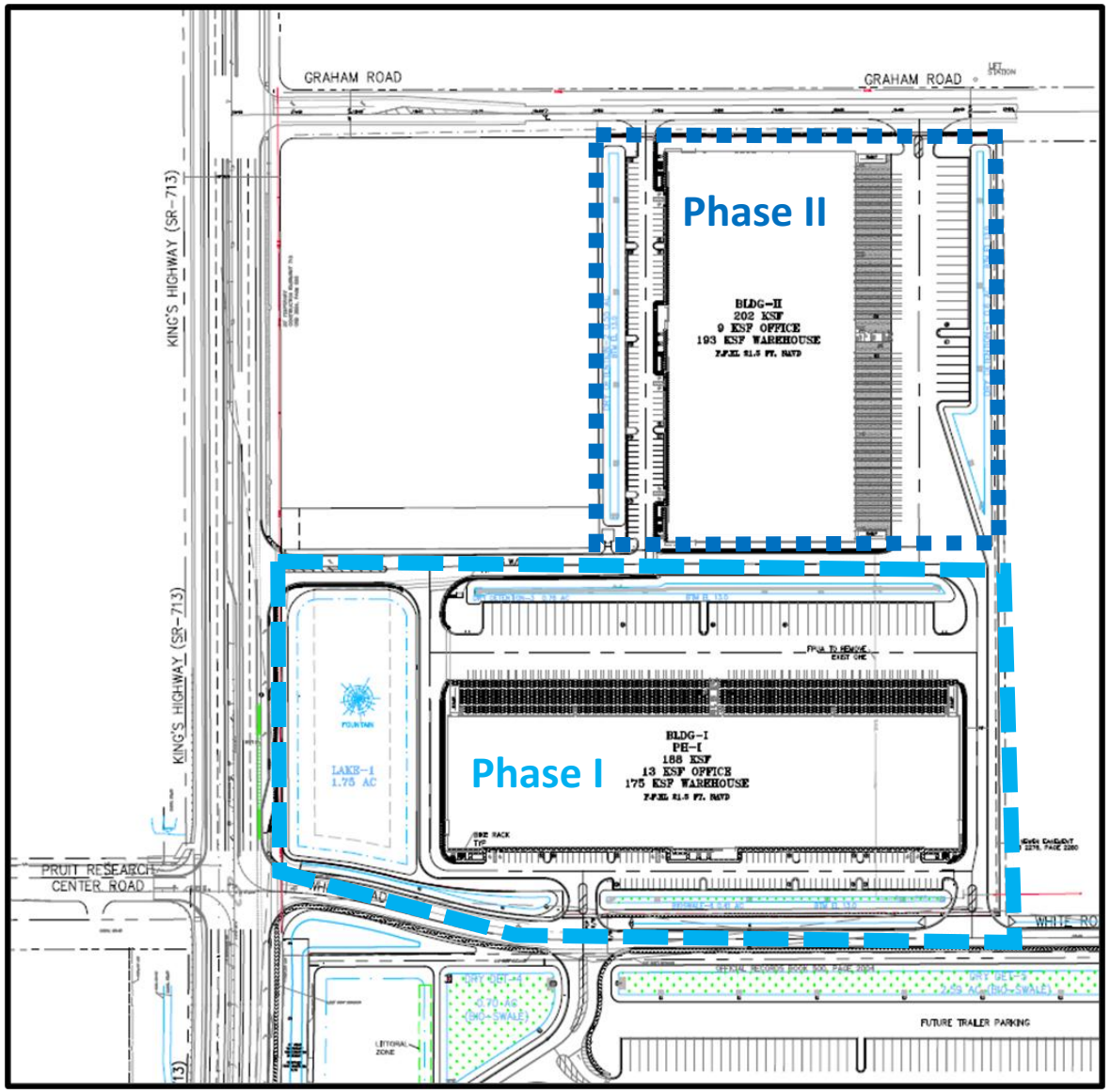
APPROVED SITE PLAN



Phase I:
206k Warehouse/Flex Space
15k Office Space

Phase II:
206K Warehouse/Flex Space
15k Office Space

SITE PLAN AMENDMENT (Option 1)



Phase I: Building Area – 188k sf total
Office – 13,000 sf
Warehouse – 175,000 sf

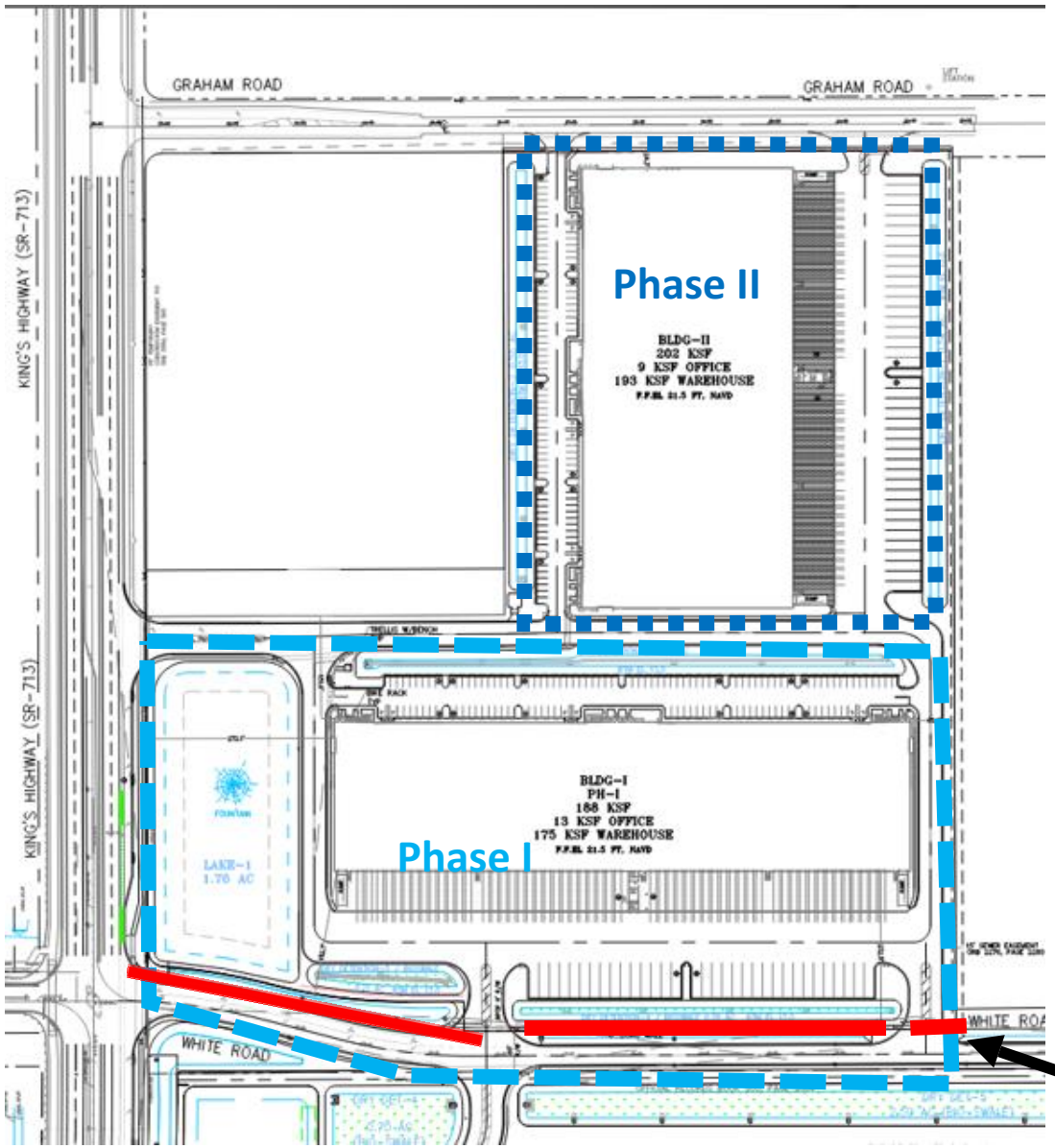
130 parking spaces
6 handicap spaces
8 bicycle spaces
55 loading spaces

Phase II: Building Area – 202k sf total
Office – 9,000 sf
Warehouse – 193,000 sf

98 parking spaces
6 handicap spaces
8 bicycle spaces
39 loading spaces

ALTERNATIVE SITE PLAN AMENDMENT (Option 2)





Additional Recommended Conditions:

1. Additional trees, shrubs, and groundcover must be installed between the right-of-way and the concrete wall.

2. Colors of the concrete wall surface shall be chosen to complement the facade articulation and colors of the project to keep within the chosen architectural style and character.

3. Per City Code Section 125-314 (4) Elevations: b. Elevations adjacent to a public right-of-way shall be considered as a building front and treated as such with appropriate entrances, fenestration or detailing. The concrete wall must be punctuated with faux windows, doors, or architectural elements.

6 FT Wall to block view of Loading

LANSCAPE PLAN

Total Trees Proposed: 247

Proposed Native Trees: 200 (81%)

Total Palms Proposed: 209

Proposed Native Palms: 157 (75%)

Total Shrubs Proposed: 13,088

Proposed Native Shrubs: 11, 929 (91%)



ALTERNATIVE LANSCAPE PLAN

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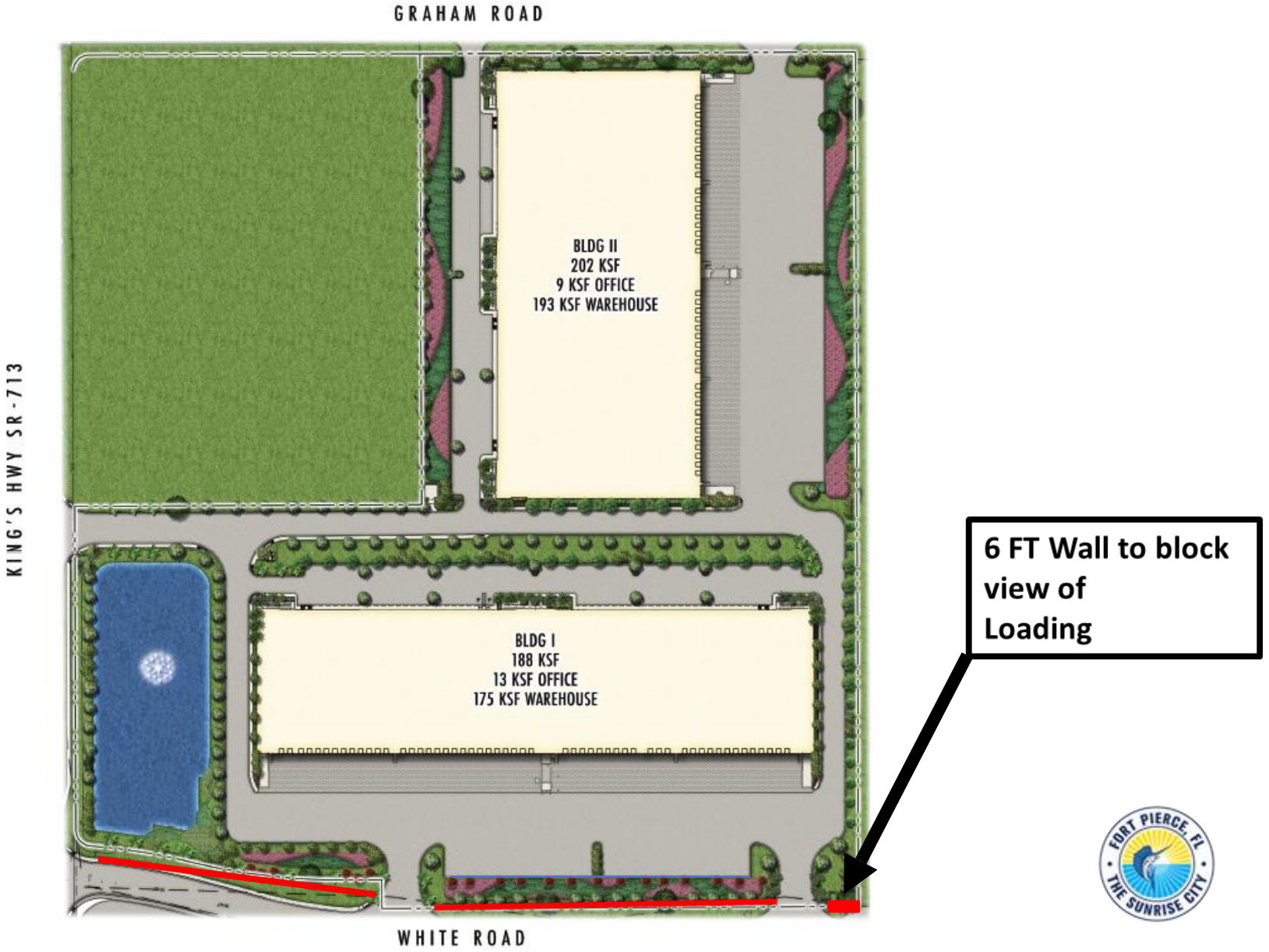
Proposed Native Trees: 200 (81%)

Total Palms Proposed: 209

Proposed Native Palms: 157 (75%)

Total Shrubs Proposed: 13,088

Proposed Native Shrubs: 11, 929 (91%)



DESIGN REVIEW

Site Elements:

- **Lighted Fountain within lake along Kings Highway**
- **Vertical and Horizontal Projections**
- **Covered Walkways**
- **Architectural features on the wall to break up blank walls**
- **Roof Variations at Building Corners**
- **Covered Entries**
- **Concealed Light Fixtures**
- **Foundation Plantings**
- **Green Living Walls**
- **Bioswales**
- **Littoral Plantings**

DESIGN REVIEW



DESIGN REVIEW



Kings Highway Commerce Center – Major Site Plan Amendment (Development Review & Design Review)

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 (Option 1) with the four (4) Staff recommended conditions, at their June 10th, 2024, meeting.

CONDITIONS OF APPROVAL (OPTION #1)

1. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required:

The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, 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.

In case of violation:

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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. 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 conducted before the issuance of a Building Permit.

4. After completion of the Unity of Title and Lot Combination, please submit a General Address Request Form for the newly created Parcel ID and for each proposed building.

ALTERNATIVE CONDITIONS OF APPROVAL(OPTION #2)

1. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required:

The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

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5. Additional trees, shrubs, and groundcover must be installed between the right-of-way and the concrete wall.

6. Colors of the concrete wall surface shall be chosen to complement the facade articulation and colors of the project to keep within the chosen architectural style and character.

7. Per City Code Section 125-314 (4) Elevations: b. Elevations adjacent to a public right-of-way shall be considered as a building front and treated as such with appropriate entrances, fenestration or detailing. The concrete wall must be punctuated with faux windows, doors, or architectural elements.

RECOMMENDATION

The proposed Major Site Plan Amendment (Development Review & Design 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 four (4) conditions for Option #1.

ALTERNATIVE RECOMMENDATION

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

CC ACTIONS

•Possible actions of the City Commission:

- APPROVAL of the proposed SITE PLAN AMENDMENT (OPTION #1).
  - Staff recommends approval of the request with four (4) conditions.
- APPROVAL of the proposed SITE PLAN AMENDMENT (OPTION #2) with Staff's recommended seven (7) conditions.
- APPROVAL of the proposed SITE PLAN AMENDMENT with changes.
- DISAPPROVAL of the proposed SITE PLAN AMENDMENT.

CITY OF FORT PIERCE

CITY COMMISSION

July 1st, 2024

Kings Highway Commerce Center – Major Site Plan Amendment (Development Review & Design Review) – 2313-332-0000-010-0, 2313-333-0001-000-7, 2313-331-0000-000-4 (3 Parcels)

CITY OF FORT PIERCE

PLANNING DEPARTMENT

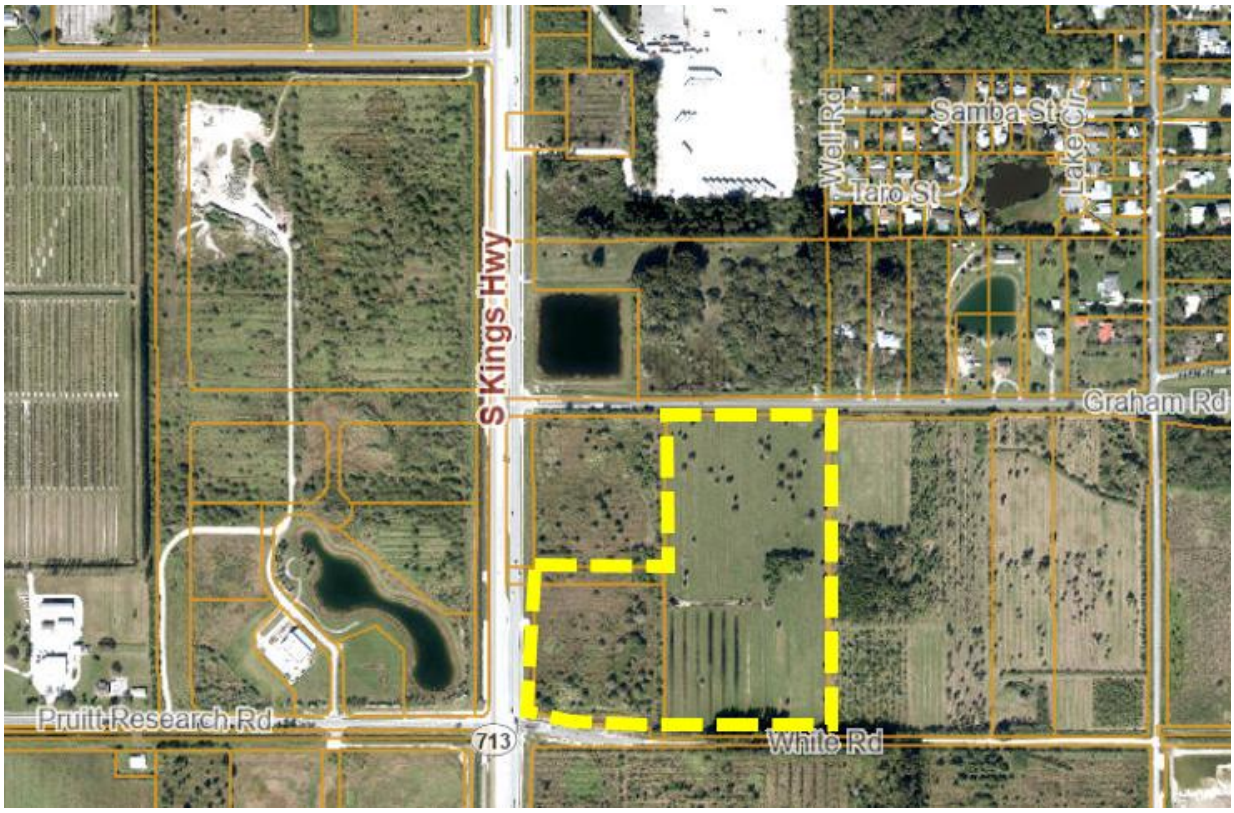
PROJECT: KINGS HIGHWAY COMMERCE CENTER – MAJOR SITE PLAN AMENDMENT (DEVELOPMENT REVIEW) REDUCTION IN SQUARE FOOTAGE

REVIEWER: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

DATE: JUNE 14, 2024

STAFF REPORT

Owner:	J A Development Partners, LLC, Shad Properties Group LLC & Matthew Lyle Wynne II LLC
Applicant/Representative:	Jeff H. Iravani, Inc. – Authorized Agent
Requested Action:	Major Site Plan (Development Review)
Location:	At or near the northeast corner of South Kings Highway and White Road
Parcel IDs:	2313-332-0000-010-0, 2313-333-0001-000-7, 2313-331-0000-000-4
Current Zoning:	CP-1, Commercial Parkway Zone
Future Land Use:	GC, General Commercial





Surrounding Zoning:

North	East	South	West
RU (SLC)/R-1	RU (SLC)	CP-1	PNRD (SLC)

Site Area: **+/-** 26.52 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 two (2) flex-space buildings totaling 390,000 square feet of office and warehouse distribution space with associated site improvements.

Project Summary
The proposed reduction in development will include two (2) phases of the two (2) proposed flex-space warehouse buildings. Phase 1 includes a warehouse that consists of 13,000 square feet of office space and 175,0000 square feet of warehouse; totaling 188,000 square feet, 130 parking spaces with 6 handicap spaces, 8 bicycle spaces, and 55 loading spaces. Phase 2 includes a warehouse that consists of 9,000 square feet of office space and 193,000 square feet of warehouse; totaling 202,000 square feet, 98 parking spaces with 6 handicap spaces, 8 bicycle spaces, and 39 loading spaces.

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The applicant is proposing two (2) Site Plan Amendment Options. Option #1 includes the southernmost building's loading zone facing the north; away from public view. Option # 2 includes the southernmost building's loading zone facing the right-of-way with a six (6) foot concrete wall to block public view. Planning staff and the planning board support and recommend option # 1 because it meets the City Code Section 125-314 – Design Review Guidelines.

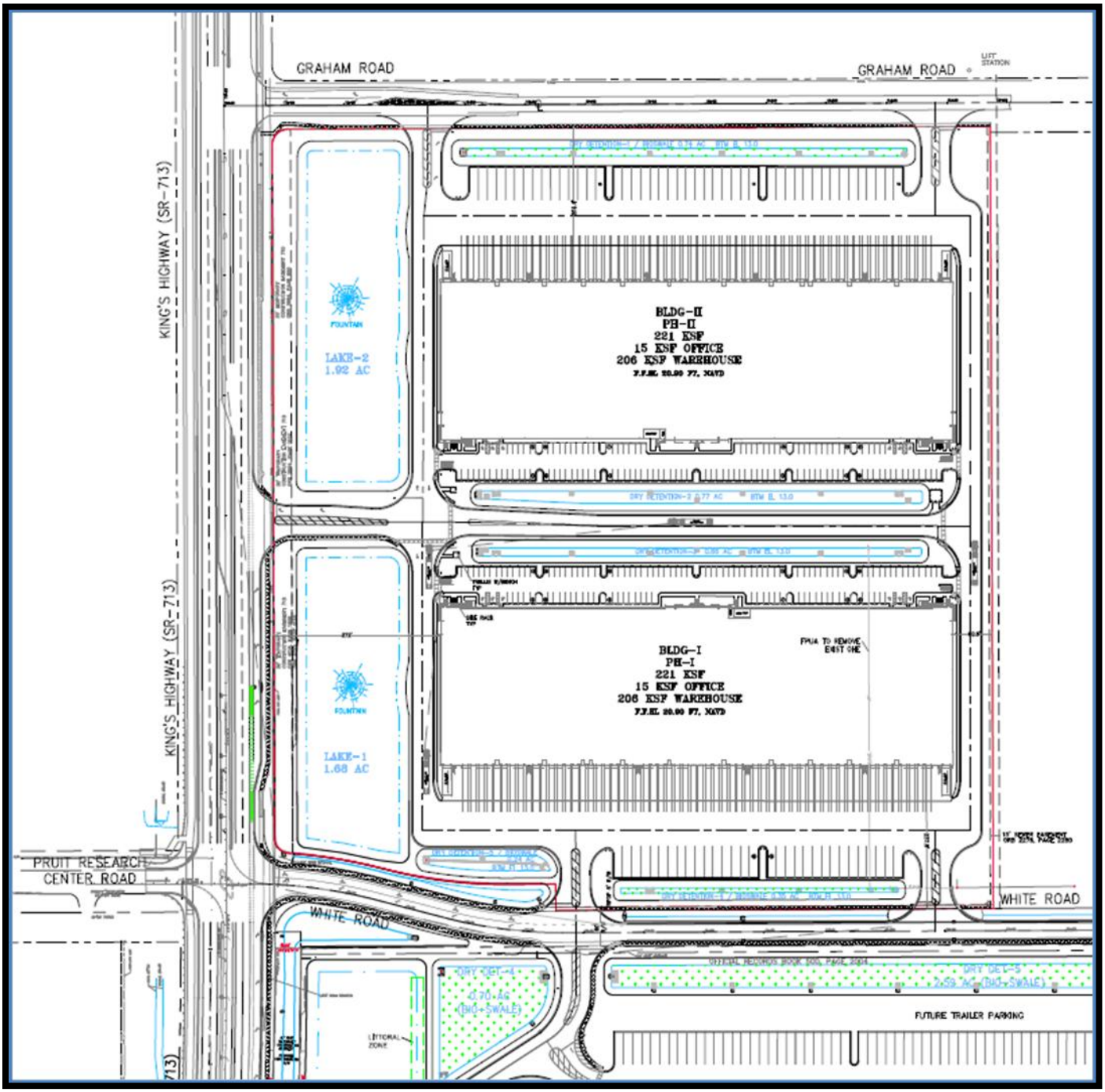
If the Commission so chooses to approve option #2, Planning Staff is recommending the following additional conditions:

1. **Additional trees, shrubs, and groundcover must be installed between the right-of-way and the concrete wall.**

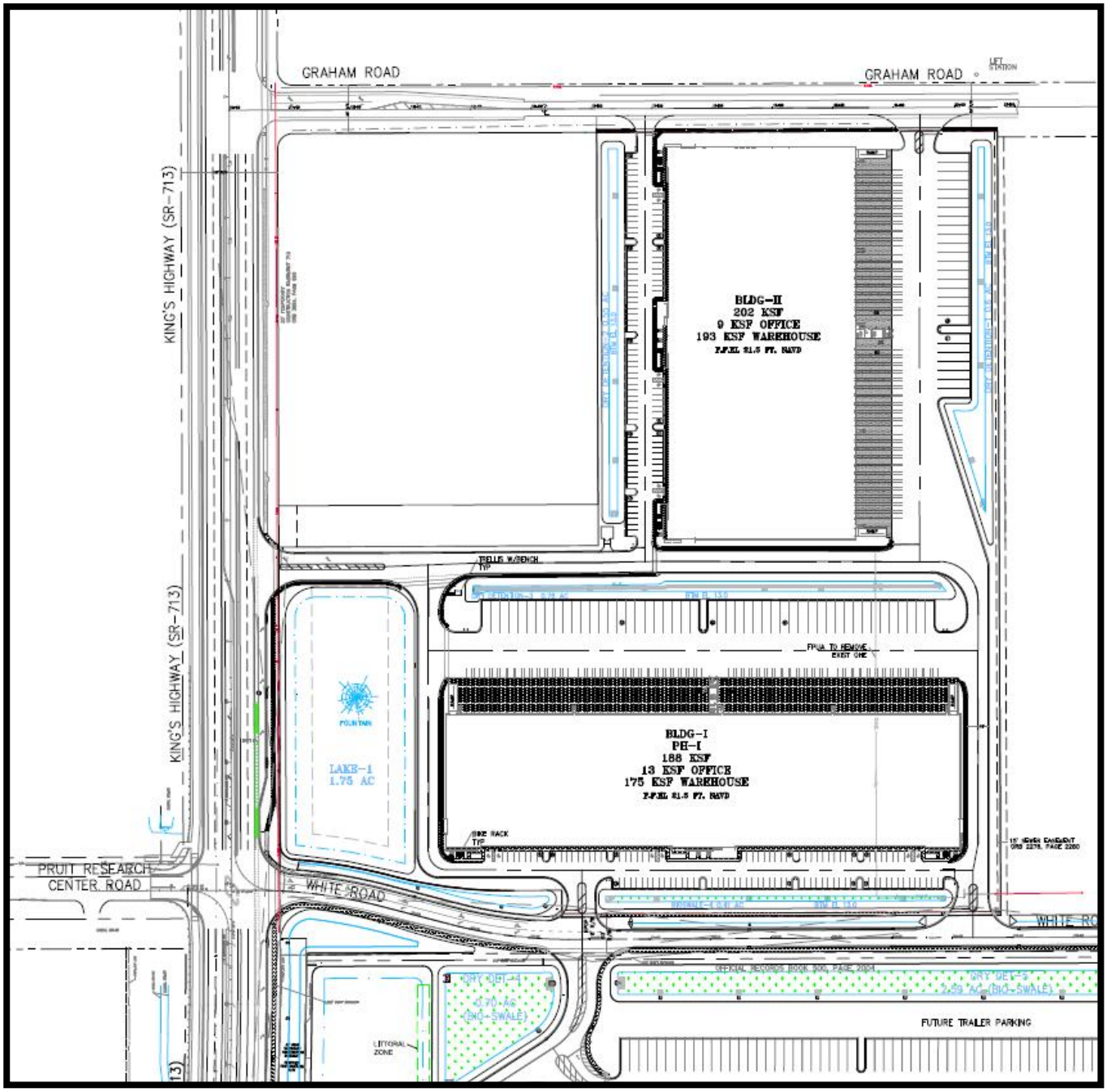
2. **Colors of the concrete wall surface shall be chosen to complement the facade articulation and colors of the project to keep within the chosen architectural style and character.**

3. **Per City Code Section 125-314 (4) Elevations: b. Elevations adjacent to a public right-of-way shall be considered as a building front and treated as such with appropriate entrances, fenestration or detailing. The concrete wall must be punctuated with faux windows, doors, or architectural elements.**

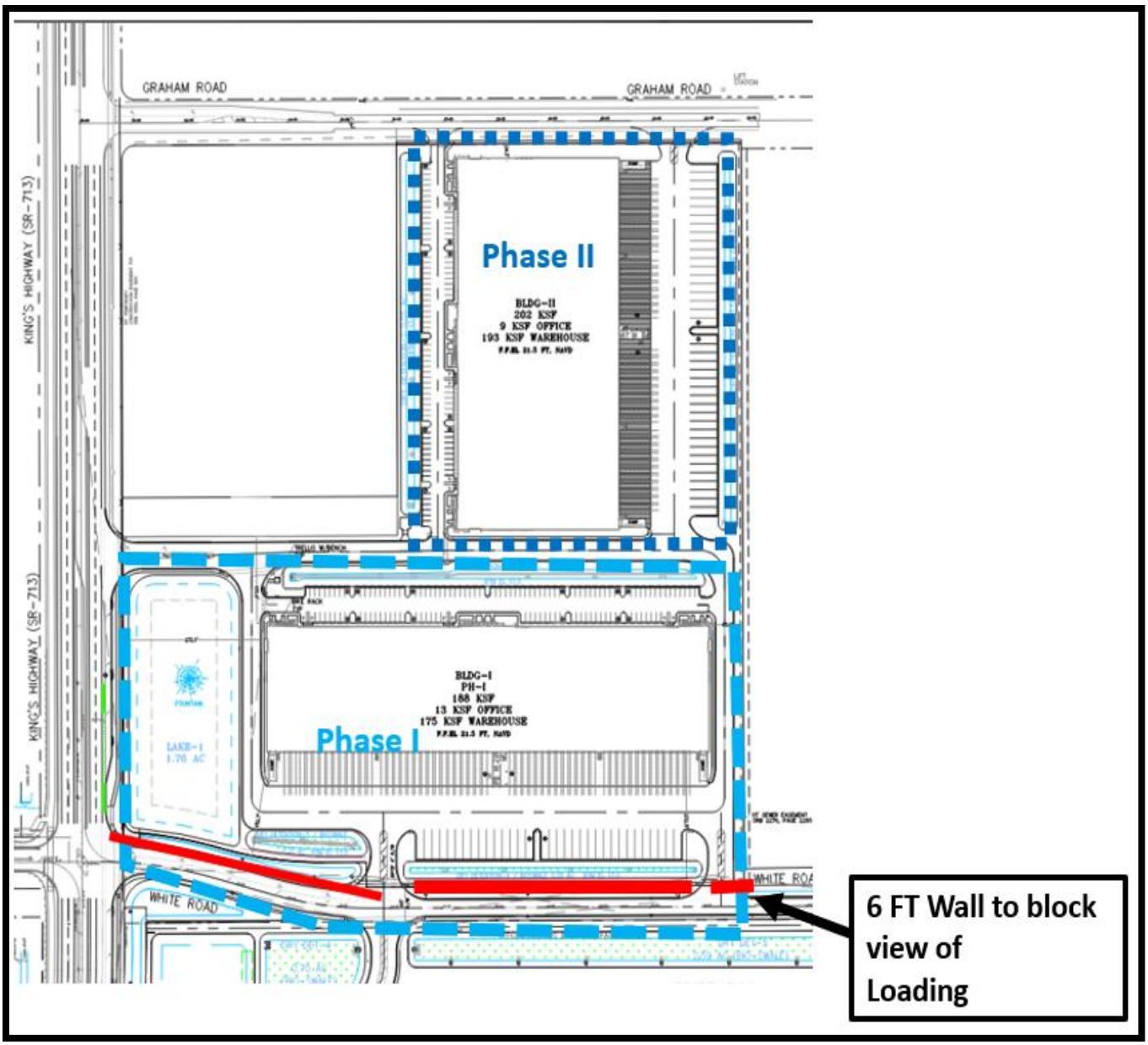
Approved Site Plan (442,000 sf)



Proposed Major Site Plan Amendment (390,000 sf) (Option 1)



Alternative Major Site Plan Amendment (390,000 sf) (Option 2)



Existing Conditions

The site is currently vacant land. The subject parcel has a total of approximately 26.52 acres. The site is surrounded by vacant land to the north, west, east, and south.

Design

Two (2) building types are proposed for the commercial/industrial buildings:

- Phase I: Building Area – 188,000 sf total
  Office – 13,000 sf
  Warehouse – 175,000 sf

  130 parking spaces
  6 handicap spaces
  8 bicycle spaces
  55 loading spaces

- Phase II: Building Area – 202, 000 sf total
  Office – 9,000 sf
  Warehouse – 193,000 sf

  98 parking spaces
  6 handicap spaces
  8 bicycle spaces
  39 loading spaces

The design intent for this project is to provide an attractive site design along with aesthetically pleasing, modern, innovative architectural design for the proposed industrial use. While the proposed design is intended to be aesthetically pleasing, it is also intended to provide functionality for its use as an industrial site. This shall be accomplished using site elements, landscape vegetation and architectural features. Site elements for the subject property shall include features such as a lighted fountain within the lake along Kings highway. Architectural features proposed include vertical and horizontal projections, covered pedestrian walkways, architectural features on the wall to break up the wall areas, roof variation at the building corners and covered entries to the building. Concealed light features shall be utilized at entries to provide both light and architectural interest. The building façade will be further enhanced using foundation plantings. These plantings will provide variation in heights, textures, and materials to aid in softening the building, as well as to provide an aesthetically pleasing composition. This will be particularly important at the entrances where 'human scale' views will be necessary. Green living walls are utilized to both soften the buildings architecture as well as provide a for the addition of flowering foliage.

Bioswales and littoral planting areas have been provided on the site to improve stormwater filtration, as well as provide a visually appealing element to the design. The Bioswales will also aid in providing habitat diversity in terms of added native plantings for pollinators and wading birds. The overall plant palette provides a combination of both native and non-native plantings which will provide color and texture variations to further enhance the visual appeal of the site. The proposed landscape plan further makes use of the existing native Oak trees and Sabal Palms on site. The use of these elements will provide greater height, screening and environmental sustainability by reusing the existing site vegetation to the greatest extent possible. Additional native plantings, such as Slash Pines, Red Maple and Green Buttonwood trees will further enhance the biodiversity of the site.

Truck circulations are enhanced using wide access, large radii, and wider interior drives. Access is provided from Kings Hwy and both White and Graham Roads. Truck traffic shall be kept separate from employee traffic by separating the parking and loading areas to the front and rear of the buildings.


TOP OF WALL
+46'-6"
FINISH FLOOR
+0'-0"
TOP OF PANEL
43'-9" A.F.F.
TOP OF PANEL
46'-6" A.F.F.
T.O. CONC.
+12'-0"
FINISH FL.
+0'-0"
T.O. PANEL
+43'-9"
20
19
18
17
16
12
11
10
9


LINCOLN BROWN ILLUSTRATION

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 Sheets LA-1 through 7; detailed landscape plans are provided on Sheet LA-7, and the Project plant list is provided on Sheet1 LA-7.


GRAHAM ROAD
KINGS HWY.
PARCEL C
VACANT PASTURE
MATCHLINE SEE SHEET 4
MATCHLINE SEE SHEET 5
MATCHLINE SEE SHEET 6
BLDG-2
PH-1
202 KSF
9 KSF OFFICE
193 KSF WAREHOUSE
MATCHLINE SEE SHEET 3
MATCHLINE SEE SHEET 6
PARCEL C
VACANT PASTURE
PARCEL B
VACANT PASTURE
MATCHLINE SEE SHEET 1
MATCHLINE SEE SHEET 3
MATCHLINE SEE SHEET 4
MATCHLINE SEE SHEET 5
MATCHLINE SEE SHEET 2
MATCHLINE SEE SHEET 4
FOUNTAIN
BLDG-1
PH-1
221 KSF
15 KSF OFFICE
206 KSF WAREHOUSE
MATCHLINE SEE SHEET 2
WHITE ROAD
MATCHLINE SEE SHEET 3
MATCHLINE SEE SHEET 1
BLDG-1
PH-1
221 KSF
15 KSF OFFICE
206 KSF WAREHOUSE
WHITE ROAD

Plant List

Total Trees Proposed:
247

Proposed Native Trees:
200 (81%)

Total Palms Proposed:
209

Proposed Native Palms:
157 (75%)

Total Shrubs Proposed:
13,088

Proposed Native Shrubs:
11, 929 (91%)

Comprehensive Plan
The subject property is designated with an GC, General Commercial future land use. The designation is intended for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

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 Supporting Documents.
Fort Pierce Building Department
See Supporting Documents.
St. Lucie County Planning Department
No comments received.
St. Lucie County PW/Engineering
See Supporting Documents.
Fort Pierce Police Department
See Supporting Documents.
City Clerk Office
No comments received.
Code Enforcement
No comments received.
Fort Pierce Utilities Authority
See Supporting Documents.
St. Lucie County Fire District
See Supporting Documents.

Florida Department of Transportation
See Supporting Documents.
St. Lucie County School Board
No comments received.
St. Lucie Transportation Planning Organization
See Supporting Documents.
St. Lucie County Transit – Area Regional Transit
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 City Commission.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of the proposed Major Site Plan Amendment **(Option #1)** with the four (4) Staff recommended conditions, at their June 10th, 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 Site Plan Amendment **(Option #1)** with the following conditions:

1. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required:

   The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, 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.

   In case of violation:

   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.

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. 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 conducted before the issuance of a Building Permit.

4. After completion of the Unity of Title and Lot Combination, please submit a General Address Request Form for the newly created Parcel ID and for each proposed building.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To: **Vennis Gilmore, Assistant Planning Director**

From: **Selena Griffett, P.E.**

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

Re: **Kings Highway Commerce Center – Major Site Plan Amendment**

Date: **May 28, 2024**

This is to advise you that we have completed the review of the following documents as received by this office on May 15, 2024:

- ☐ Development Permit Compliance Review
- ☐ Construction Drawings
- ☒ Site Plan Major Amendment
- ☐ Test Reports & Related Documents
- ☐ Conditional Use
- ☐ Record Drawings
- ☐ Permits
- ☒ Other Major Amendment

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend
- ☒ Approval
- ☐ Variance Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See attached for Advisory Comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Advisory Comments:

1. An updated environmental assessment is required at DPCR.
2. Please coordinate with St. Lucie County for work with Right of Way of White Road and Graham Road. Please coordinate with FDOT for work within Kings Highway Right of Way
3. NSLRWCD/SFWMD permits will be required prior to DPCR approval.
4. A Unity of Title is needed for the two parcels prior to DPCR approval.
5. Drainage was only conceptually reviewed; a full drainage review will be completed at DPCR submittal. Please specify that City Code Chapter 119-3 (e)(7) values were used for design elevations:

   Rainfall quantities to be used for stormwater management design and calculations shall be as follows:

   - *Ten-year-one-day storm = 6.00 inches (for minimum roadway/parking lot elevation).*
   - *Ten-year one-hour storm = 3.20 inches (for exfiltration trench design).*
   - *Twenty-five-year-three-day storm = 9.50 inches (for off-site discharge & min. perimeter elevation).*
   - *One-hundred-year-three-day storm = 12.23 inches (for minimum floor elevation).*

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

February 15, 2024

Jeff H. Iravani, Inc – Authorized Agent
1934 Commerce Lane, Suite 5
Jupiter, FL 33458

Subject: Kings Highway Commerce Park – (Multiple Parcels) - TRC Comments for April 15, 2024 meeting

Fort Pierce Planning Department

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. 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 conducted before the issuance of a Building Permit.

4. After completion of the Unity of Title and Lot Combination, please submit a General Address Request Form for the newly created Parcel ID and for each proposed building.

5. There appears to a few discrepancies in your Site Data:

    i) Parcel ID: 2313-333-0001-000-7 is approximately 294,117 sq ft and Parcel ID: 2313-331-0000-000-4 is approximately 840,272.4 sq ft. The total square footage is 1,134,389.4 sq ft. The listed impervious area is 1,015,250 sq ft. City Code Section 125-207. (c) Open Space Standards – Commercial Parkway Zone (CP-1) requires:

    (1)A minimum of 20 percent of the gross area of land to be devoted to a commercial parkway development must be reserved for use as parks, recreation areas, marinas, open space, planting, or other public purposes other than rights-of-way, utility easements, and parking areas. At the request of the developer and subject to the approval of the city commission, use of recreational facilities may be offered to the general public. Areas that

are natural or manmade floodways, lakes, and stormwater retention areas may be also be used to satisfy the total open space requirement.

(2)All land dedicated for open space shall be under the legal control of the developer.

ii) Per City Code Section 125-207. (2) Yards. – Commercial Parkway Zone (CP-1) states the following:

a.The minimum depth of the front yard shall be 25 feet.

b.The minimum depth of the rear yard shall be 20 feet.

c.The minimum depth of the side yard shall be ten feet, except on corner lots the minimum side yard depth on a street side will be 20 feet.

iii) The Site Data lists "Lakes", however there is one (1) "Lake".
iv) The Site Data lists four (4) Parcel ID(s), however there are two (2) Parcel ID(s).
v) Please review the site data and resubmit with valid corrections.
vi) The Location Map depicts the original site plan location.

6. Per City Code Section 125-317. – Sidewalks. Please provide labeled sidewalks and sidewalk linkages along the Graham Road and White Road Frontages.
7. Per City Code Section 125-317. – Provide labeled sidewalk linkages to Kings Highway.
8. Please consider EV Charging spaces within the Site Plan.
9. Please provide a color rendering of the landscape plan if possible.
10. Provide a detailed narrative description for the amended site plan application.
11. Provide a detailed design review narrative description for the amended site plan application.
12. Please adhere to City Code Section 125-314 (Design Review) and review the Design Review Checklist submitted for your review.
13. Per City Code Section 125-314 (Design Review) - Reverse the architectural elevations of the structures to ensure that the ramp bays are not as visible from the street view.
14. Per City Code Section 125-314 (Design Review) – Provide more detail and articulation on the elevations located where the ramp bays exist.
15. Please adhere to City Code Section 123-37 (General Landscaping Requirements) and review the Checklist submitted for your review.
16. Per City Code Section 123-37 (General Landscaping Requirements) – A Dry Retention area cannot be calculated as part of the required landscape buffer.
17. Incorporate the green walls shown on the elevation into the landscape plan.
18. There must be coordination between what's presented on the landscape plan and on the site plan.
19. Please specify the location of the refuse collection area and any trash receptacles.
20. Include a buffer which includes fencing and planted material so as to provide a visual and noise buffer between the St. Lucie County Agricultural Residential Zone to the east of the property.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: February 15, 2024
Property Address: Major Amendment - Kings Highway Commerce Center - NE Corner of S. Kings Highway and White Road - Parcel ID(s) 2313-333-0001-000-7, 2313-331-0000-000-4

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 8th 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 MEC elements will comply with the Florida Building Code requirements.

☐ 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:

No change to original comments

Building Official's or Representative's Signature _____ Date: 2/9/24

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Technical Review Committee meeting

February 15, 2024

Case #: No Case # provided

Planner: City of Ft. Pierce Planning Department

Major Amendment

Kings Highway Commerce Park , Kings Hwy / White Rd., Fort Pierce, FL

Comments:

No comments at this time.

.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: #

Major Amendment - Kings Highway Commerce Center - NE Corner of S. Kings Highway and White Road - Parcel ID(s): 2313-333-0001-000-7, 2313-331-0000-000-4

Comments

FPUA W/WW Engineering: FPUA has both water and sewer available to serve this site. Please submit three complete sets of utility construction plans, along with a completed plan review application and a complete commercial service application, to the Water and Wastewater Engineering Department for review. The department is located at 1701 S 37th Street, Fort Pierce, Florida.
For further information or inquiries, please contact John Biggs at 772-466-1600, extension 3474

FPUA Electric Engineering: This submission is outside of the FPUA electric service area.

FPUA Gas: Approved. Natural Gas is available via Kings Hwy.

FPUAnet Fiber: FPUAnet **Approves;** Fiber Internet Service **– Is Available.**
If client would like **Fiber Internet Service** from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements if service is desired.

FPUAnet - Developer Letter.pdf

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

Dear Developer,

I am writing to you today on behalf of FPUAnet, the City of Fort Pierce's municipal fiber internet service provider. I am reaching out to you to discuss the benefits of choosing FPUAnet for your next development project.

FPUAnet offers a number of advantages over traditional internet providers, including:

- **Scalable to meet growing demands:** FPUAnet's fiber optic network is designed to scale to meet the growing demands of Fort Pierce. This means that you can be confident that your internet connection will be able to handle even the most demanding applications and devices.
- **Gigabit internet throughout the entire service area:** FPUAnet offers gigabit internet speeds throughout its entire service area. This means that you can get the fastest possible internet speeds, no matter where you live in Fort Pierce.
- **High-quality internet to rural and low-income areas:** FPUAnet is committed to providing high-quality internet access to all residents of Fort Pierce, including those in rural and low-income areas. This is important for ensuring that everyone has the opportunity to participate in the digital economy.
- **Faster and more affordable than privately owned ISPs:** FPUAnet's prices are competitive with other internet providers, and in many cases, they are even more affordable. This is because FPUAnet does not have to make a profit, so it can pass on the savings to its customers.

In addition to these advantages, FPUAnet is also committed to providing excellent customer service. Our team of experts is available 24/7 to help you with any questions or problems you may have.

I would be happy to discuss your specific needs in more detail. Please do not hesitate to contact me at peters@fpua.com or 772-466-1600 ext.3311.

Thank you for your time and consideration. I look forward to hearing from you soon.
Sincerely,

Eric Peters
On behalf of FPUAnet

February 6, 2024

PROJECT: **Kings Highway Commerce Center - NE Corner of S. Kings Highway and White Road**

REF: Project #

TO: Vennis Gilmore

FROM: Diana Alzate

Corrections:

1. South Kings Highway is an FDOT Right-of-Way. Please coordinate with FDOT for permitting improvements within the Right-of-Way or any required Right-of-Way dedications.
2. Graham Road is identified on the County's Right-of-Way protection plan. A Right-of-Way dedication of 10 feet may be required.
3. A right-in turn lane may be required on Graham Road because of its proximity to the intersection.
4. A 6 FT sidewalk is required along adjacent road Right-of-Ways. The Board of County Commissioners may authorize the applicant to pay a Fee-in-Lieu of construction of the sidewalk.
5. Dimension the driveway width, radius of return, and setback from side property lines and adjacent driveways. Section 7.05.06 of the Land Development Code includes minimum setback requirements for driveways.
6. Provide a truck circulation plan depicting how the dumpster collection, fire department, and delivery trucks will safely maneuver onsite.
7. Provide typical pavement sections for all vehicular use areas. Vehicular use or storage areas are required to be paved with asphalt or concrete.
8. The TIR will be reviewed by a third party. Written acceptance to reimburse the County for associated fees is required to initiate the review. If you are in a position to move forward as such, please provide written notice.

Conditions:

9. A Site Development Permit is required prior to performing site improvement activities.
10. A Road Improvement Agreement and appropriate bond will be required for all permanent improvements within the Right-of-Way on White Road.

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Kings Highway Commerce Center

REVIEW DATE: 2/9/2024

PLANNER: VENNIS GILMORE

REVIEWED BY: Captain Andres Elizondo

Site Plan Approved with conditions: _____

Site Plan Requires Re-submittal: ___X____

Site Plan Rejected: _____

The Following Conditions/Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please provide an electronic revised copy of the site plan (pdf format).**
4. **Please provide written acknowledgement of the conditions/revisions provided.**
5. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**
6. **Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1**

16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2).

7. **Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.**

8. **Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.**

9. **The Fire District reserves the right for future comments at the site plan & building construction phase.**

10. **FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150' from FD access roads as measured by an approved route around the exterior of the building or facility. (450' for NFPA 13, 13D, 13R sprinklered protected buildings).**

11. **Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.**

12. **Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft.**

13. **Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.**

14. **Dead end roadways serving commercial or residential occupancies must include a cul-de-sac when the roadway length exceeds one hundred-fifty (150) feet. "Y" or "T" type turnaround arrangements are permitted. The minimum length must be equal to the length of the longest fire apparatus.**

15. **18.2.3.3 Multiple Access Roads. More than one fire department access road shall be provided when it is determined by the AHJ that access by a single road could be impaired by vehicle congestion, condition of terrain, climatic conditions, or other factors that could limit access.**

16. **Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**

17. **An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".**

18. **Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD). NFPA 1141 Chapter 10.1.3.**

19. **Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**

20. **The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.**

21. **Minimum Size of Water Mains**
    The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.

22. **Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the**

Florida Fire Prevention Code and its incorporated standards and codes. Pre-surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping or a certification document of radio signal strength provided by a licensed engineer.

23. **Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).**

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, Florida 34953
772-462-1593 www.stlucietpo.org

February 13, 2024 **VIA EMAIL**

Mr. Vennis Gilmore, Assistant Planning Director
City of Fort Pierce
100 North U.S. Highway 1
Fort Pierce, Florida 34950

RE: Proposed Transportation Impact Review (PTIR)
Kings Highway Commerce Center (Major Site Plan Amendment)
Northeast Corner of Kings Highway and White Road
Fort Pierce, Florida

Dear Mr. Gilmore:

As the Federal and State-designated agency responsible for transportation planning for the City of Fort Pierce, City of Port St. Lucie, St. Lucie Village, and St. Lucie County, the St. Lucie Transportation Planning Organization (St. Lucie TPO) has completed a PTIR with regard to the above-referenced proposed development. The proposed development consists of the construction of 368,000 square feet of warehouse and 22,000 square feet of office space, on a 26.53-acre, undeveloped property. Based on the review, the following comments are provided:

- **Traffic Analysis:** A reduced growth rate of 1.5 percent was used. However, the St. Lucie TPO has adopted the BEBR high growth rate for the historical growth rate which reflects the actual annual growth rate in the County since 1995. Therefore, The Traffic Analysis should be revised to include a growth rate of 2.5 percent.

- **Sidewalks/Pedestrian and Bicyclist Connectivity:** The proposed development does not appear to include sidewalks or bicycle facilities connecting King's Highway to the driveway at Graham Road along the north side, respectively, of the proposed development. Sidewalk, bicycle lane and pedestrian connectivity should be provided from King's Highway to the driveway at Graham Road for pedestrian and bicyclist safety.

Please contact me should any additional information or clarification be required with regard to this review.

Sincerely,

Stephanie M. Torres

Stephanie M. Torres, CPM
Bicycle & Pedestrian Program Manager

cc: City of Fort Pierce Planning Department

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 2, 2024

THIS PRE-APPLICATION LETTER IS VALID UNTIL – February 2, 2025
THIS LETTER IS NOT A PERMIT APPROVAL

Jeff H Iravani, P.E.
Jeff H Iravani, Inc
1934 Commerce Lane Suite 5, Jupiter, FL 33458

Dear Jeff H Iravani:
RE: Pre-application Review for **Category C Driveway,** Pre-application Meeting Date: **February 1, 2024**
st_lucie County - Fort Pierce; SR SR 713; Sec. # 94003000; MP: 0.90; Access Class - 03;
Posted Speed - 50; SIS - Influence Area; FDOT Ref. Project: FM 230256.8-Bing Wang-LANDSCAPING, FM 230256.8-Bing Wang-LANDSCAPING

Request: Right-in/right-out driveway on the east side of SR 713 approximately 485 feet north of the south property line.

SITE SPECIFIC INFORMATION
Project Name & Address: **Kings Highway Commerce Center – NEC Corner of Kings Hwy and White Rd, Fort Pierce**
Property Owner: **J A Development Partners, LLC**; Parcel Size: **26.53 Acres**
Development Size: **368,000 SF of Warehousing and 22,000 SF of General Office**

REQUEST APPROVED

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:
- **A minimum driveway length of 200 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.**
- **If a gate is proposed, a minimum driveway length of 100 feet to the call box and/or gate house, and a turnaround area before the gate are required.**
- **A right turn lane is required and shall meet the minimum requirements in the Florida Design Manual (FDM) and shall provide space for a buffered bicycle lane.**
- **Any driveway on White Road shall be located at least 400 feet from the FDOT ultimate right-of-way line. Any driveway on Graham Road shall be located at least 200 feet from the FDOT ultimate right-of-way line.**
- **A traffic study is required and shall be submitted at the time of the Permit.**

Comments:
- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

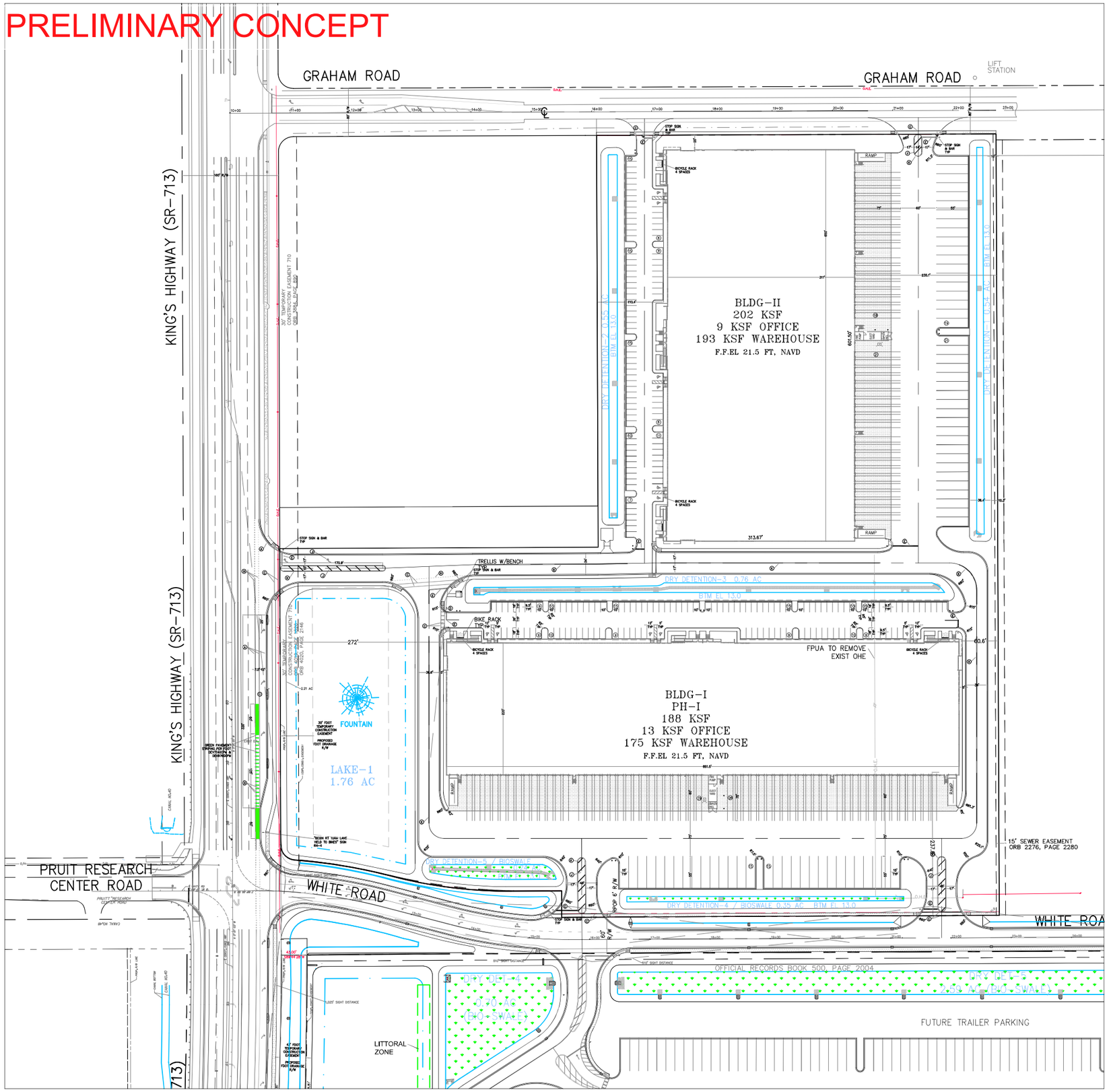
The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval**. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://osp.fdot.gov; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.
Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

Sincerely,

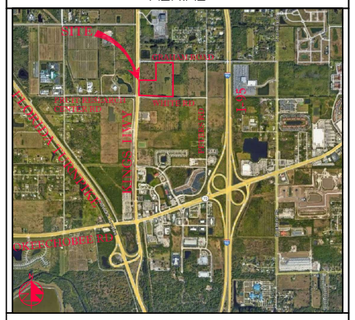
Carina Harvey
District Access Management Manager

cc: Nesa Harden
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2024-02-01\Pre-App 04. 94003000 MP 0.90 SR 713_ Kings Highway Commerce Center\94003000 MP 0.90 SR 713_ Kings Highway Commerce Center.docx

PRELIMINARY CONCEPT



AERIAL



VICINITY MAP

SECTION 13, TWP 35S, RGE 39E

N

80' 0 40' 80' 160'

SCALE: 1" = 80'

SITE DATA

PROPOSED USE	OFFICE/WAREHOUSE/DISTRIBUTION		
FUTURE LAND USE	GC		
PROPOSED ZONING	CP-1		
PARCEL AREA	1,155,690 SF	26.53 AC	100%
BUILDOUT			
BUILDING AREA	390,000 SF		34.2%
OFFICE	22,000 SF		
WAREHOUSE	368,000 SF		
PHASE-I			
BUILDING AREA	188,000 SF		
OFFICE	13,000 SF		
WAREHOUSE	175,000 SF		
PHASE-II			
BUILDING AREA	202,000 SF		
OFFICE	9,000 SF		
WAREHOUSE	193,000 SF		

PARKING REQ PH-I			101 SP
OFFICE	ITE RATE	13,000 SF @ 2.39/KSF	32 SP
WAREHOUSE	ITE RATE	175,000 SF @ 0.39/KSF	69 SP
HANDICAP			5 SP
BICYCLE			6 SP
PARKING PROP			130 SP
HANDICAP			6 SP
BICYCLE			8 SP
LOADING REQ			8 SP
LOADING PROP			55 SP
PARKING REQ PH-II			98 SP
OFFICE	ITE RATE	9,000 SF @ 2.39/KSF	22 SP
WAREHOUSE	ITE RATE	193,000 SF @ 0.39/KSF	76 SP
HANDICAP			5 SP
BICYCLE			6 SP
PARKING PROP			98 SP
HANDICAP			6 SP
BICYCLE			8 SP
LOADING REQ			8 SP
LOADING PROP			39 SP

PAVT/SW	573,250 SF	
TOTAL IMPERVIOUS	1,015,250 SF	
LAKES	156,816 SF	
PERVIOUS	344,405 SF	
BLDG HEIGHT	65 FT MAX	

SETBACKS	REQ'D	PROP
FRONT	15'	273'
REAR	10'	60.6'
SIDE STREET	10'	187.3'
SIDE	20'	NA

PCN 2313-333-0001-000-7
2313-331-0000-000-4

LEGACY
DEVELOPMENT PARTNERS

REVISIONS

09/21/22 REV SLC
07/11/23 REV CLT
10/03/23 REV SP
01/08/24 REV SP

Jeff H. Iravani, Inc.
Consulting Engineers
TEL: (561) 575-6030
FAX: (561) 575-6088
1934 COMMERCE LANE SUITE 5
JUPITER, FLORIDA 33458
WEBSITE: www.JHIinc.com
EMAIL: JHI@JHIinc.com

Kings Highway
Commerce Center
Fort Pierce, Florida

Master Site Plan

JOB NO.	2205-1402
DRAWN BY	DDI
DESIGNED BY	JHI
SCALE	1"=80'
DATE	07-07-22

SEAL

SHEET NO.
MSP-2

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property Information

Property address or Location: White Rd - TBD

Parcel ID #(s): 2313-333-0001-000-7 ; 2313-331-0000-000-4

Project description: 26.53 ac distribution center with 390,000 sq ft building with infrastructure

Application Type

☒ Site Plan ☐ Conditional Use w/New Construction ☐ Conceptual Development Plan

☐ Minor Amendment ☒ Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.: 390000 Site Acreage: 26.53

Residential: Proposed Units: _____ Proposed Sq. Ft.: _____ Site Acreage: _____

J A Development Partners, LLC	Jeff H Iravani, Inc - Authorized Agent
Property Owner(s)	**Applicant/Representative, Title, Company**
4923 W Cypress Street	1934 Commerce Lane Suite 5
Street Address	Street Address
Tampa FL 33607	Jupiter FL 33458
City State Zip	City State Zip
813-505-4036	561-575-6030
Phone Number	Phone Number
ken@tampaglobal.com	JHI@JHIinc.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.*

_____

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.

- ☑ Complete application
- ☑ Warranty Deed
- ☑ SLC Property Record Card
- ☑ Detailed project description
- ☑ General location map (see Section 125-313)
- ☑ Survey (see Section 125-313)
- ☑ Site Plan (see Section 125-313)
- ☑ Landscaping Plan (see Section 123-37)
- ☑ 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)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DESIGN REVIEW

Property Information

Property address or Location: See attached

Parcel ID #(s): See attached

Project description: 26.53 ac distribution Center w/ 390,000 sq ft building with infrastructure

J A Development Partners, LLC	Jeff H Iravani, Inc- Authorized Agent
Property Owner(s)	**Applicant/Representative, Title, Company**
4923 W Cypress Street	1934 Commerce Lane Suite 5
Street Address	Street Address
Tampa FL 33607	Jupiter FL 33458
City State Zip	City State Zip
813-505-4036	561-575-6030
Phone Number	Phone Number
Ken@tampaglobal.com	JHI@JHIinc.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.*

Jeff H Iravani - Authorized Agent

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

Design Review Application Checklist
(City Code of Ordinances 125-314)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 123-66, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment, and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals, and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features, and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 125-313 is also available.

Submittal for Board Approval

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 125-313.
c. A final site lighting plan that meets the requirements of subsection 125-313(d)(8).
d. A final landscape plan that meets the requirements of articles II and III of chapter 123.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	vacant	Commercial, County	CG/AG-1 County
South	Office/Whse under dev	GC	CP-1
East	Agriculture	RU, County	AR-1, County
West	Institutional	SD, County	PNRD, County

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	CG	CP-1	693 ksf	26.531	N/A
****Proposed**	CG	CP-1	390 ksf	26.53	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 86,598
**Proposed Zoning/FLU	Total gallons per day 48,750
**Change in Demand	Total gallons per day -37,848

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 90,900
**Proposed Zoning/FLU	Total gallons per day 44,200
**Change in Demand	Total gallons per day -46,700

C. Parks and Recreation (Residential Classifications Only): N/A
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): N/A
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)

Demand Analysis	Maximum
Current Zoning/FLU	22.8 yd
****Proposed Zoning/FLU**	11.1 yd
***Change in Demand**	- 11.7 yd

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	Post development discharge will be less than pre-development due to drainage improvements. Per NSLRWCD, discharge is limited per lot size so there will be no negative impact.

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	2,112	257/234
****Proposed Zoning/FLU**	1,027	125/114
***Change in Demand**	Trips -1,085	Trips -132/-120
Impact to Capacity	Project meets concurrency per TIR by O'Rourke Enginnering	

IV. Project Description

PHASING
Is this project (phase) part of a larger project? ☑ Yes ☐ No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage): PH-1 & 221 ksf EACH TOTAL 442 ksf
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
Distribution, warehouse, office		442 ksf	34.81	04/01/2023	04/01/2024

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐ Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐ Yes ☑ No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☐ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: None

** Complete section if requesting a change in zoning, future land use, or expanding

J A Development Partners, LLC

June 17, 2022

RE: Kings Highway Commerce Center
Southeast corner of Kings Highway and Graham Road
Fort Pierce, Florida

To Whom It May Concern:

J A Development Partners, LLC , the owner of the above referenced parcel, hereby authorizes Jeff H. Iravani, Inc to be our authorized agent to obtain all the required annexation, re-zoning, site plan approvals & civil related permits and to sign on our behalf on all applicable applications for the above referenced project.

Sincerely,

Signature: _____

Name: KENNETH J. MORIN

Title: MANAGER

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21st day of June, 2022, by Kenneth J. Morin who is personally known to me (or) produced a drivers' license as identification and who did (did not) take an oath.

_____
Notary Public

Seal

KRISTINA ILLING
MY COMMISSION # HH 199265
EXPIRES: July 8, 2024
Bonded Thru Notary Public Underwriters

Shad Properties Group, LLC
6301 W. Broward Blvd
Plantation, FL 33317

June 17, 2022

RE: Parcel ID # 2313-333-0001-000-7
Kings Highway Commerce Center
Southeast corner of Kings Highway and Graham Road
Fort Pierce, Florida

To Whom It May Concern:

Shad Properties Group, LLC, the owner of the above referenced parcel, hereby authorizes Jeff H. Iravani, Inc to be our authorized agent to obtain all the required annexation, re-zoning, site plan approvals & civil related permits and to sign on our behalf on all applicable applications for the above referenced project.

Sincerely,

Signature: Nabeela Islam Shad

Name: NABEELA ISLAM SHAD

Title: MANAGER

STATE OF FLORIDA BROWARD
COUNTY OF ~~PALM BEACH~~

The foregoing instrument was acknowledged before me this 20 day of June, 2022, by Nabeela Shad who is personally known to me (or) produced a drivers' license as identification and who did (did not) take an oath.

Syed Hussain
Notary Public Syed Hussain

Seal

SYED HUSSAIN
Notary Public - State of Florida
Commission # HH 163972
My Comm. Expires Sep 19, 2025
Bonded through National Notary Assn.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

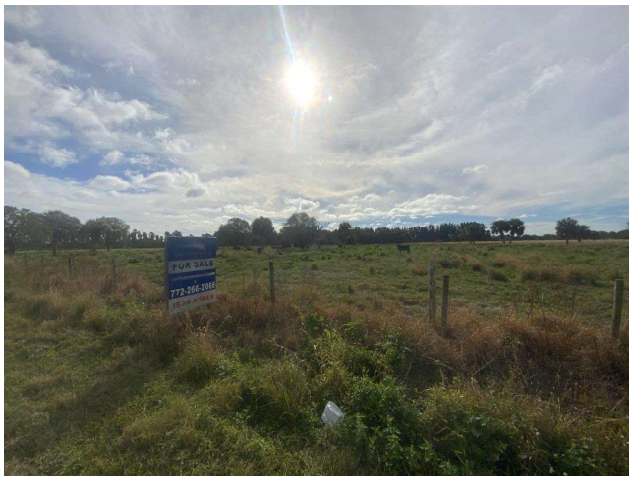
Site Address: WHITE RD
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-331-0000-000-4
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 13744
Map ID: 23/13S
Zoning: Comm Parkw

Ownership

JA LEGACY DEVELOPMENT
PARTNERS LLC

4923 W Cypress ST
Tampa, FL 33607



Legal Description

13 35 39 E 1/2 OF SW 1/4 OF SW 1/4-LESS N 40 FT AND LESS S 35 FT FOR RD RS/W- (19.29 AC)

Current Values

Just/Market Value:	$675,150
Assessed Value:	$5,305
Exemptions:	$0
Taxable Value:	$5,305

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	19.29
Land Size (SF):	840,272.4

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Nov 7, 2023	5070 / 1676	0001	SPWD	J A Enterprises Inc	$1,977,400
Feb 19, 2014	3605 / 0859	0111	CertTtle	Graham Groves Development LLC	$70,100
Jun 10, 2005	2276 / 2278	XX01	SPWD	Graham Groves	$1,400,000
Apr 7, 1995	0951 / 0771	XX00	WD	Kenneth H Lelly	$221,900
Dec 20, 1994	0934 / 1835	XX01	WD	Kenneth H Lelly	$100
Aug 1, 1980	0338 / 2795	XX00	CV		$124,900

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:

Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

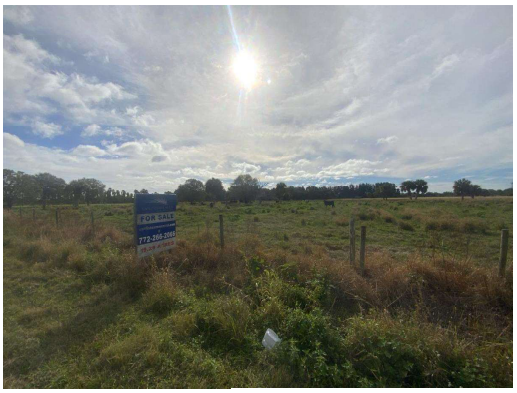


Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$675,150
Just/Market:	$675,150
Ag Credit:	$669,845
Save Our Homes or 10% Cap:	$0
Assessed:	$5,305
Exemption(s):	$0
Taxable:	$5,305

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2006	0041	53	Fort Pierce Stormwater Charge	$3,657.00

Start Year	AssessCode	Units	Description	Amount
2013	0054	19.29	North St. Lucie Water Management District	$443.67

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: TBD
Sec/Town/Range: 13/35S/39E
Parcel ID: 2313-333-0001-000-7
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 156018
Map ID: 23/13S
Zoning: Comm Parkw

Ownership

Shad Properties Group LLC

311 Laurel Springs RD
Anniston, AL 36207



Legal Description

13 35 39 THAT PART OF SEC MPDAF: FROM SW COR OF SW 1/4, TH N 89 44 39 E 25 FT, TH N 00 11 05 W 614.19 FT, TH N 89 44 38 E 110 FT TO POB; TH CONT N 89 44 38 E 528.29 FT, TH S 00 56 56 W 614.19 FT TO S LI OF SEC, THE S 89 44 39 W 62.45 FT, TH N 00 15 21 W 44.07 FT, TH S 89 44 39 W 83.73 FT TO CURVE CONC NE, R OF 776 FT, TH NWLY ALG ARC 201.78 FT TO TO CURVE CONC SW, R OF 886 FT, TH NWLY ALG ARC 162.30 FT TO CURVE CONC NE, R OF 25 FT, TH NWLY ALG ARC 37.38 FT, TH N 00 11 05 W 491.91 FT TO POB (6.752 AC - 294,117 SF) (OR 2095-1237)

Current Values

Just/Market Value:	$506,400
Assessed Value:	$1,857
Exemptions:	$0
Taxable Value:	$1,857

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	6.75
Land Size (SF):	294,117

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Nov 12, 2004	2095 / 1237	XX00	WD	Wynne (TR) Matthew L	$540,000
Nov 6, 2003	1846 / 1516	XX00	WD	A P Hoeffner Sons Inc	$525,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$506,400
Just/Market:	$506,400
Ag Credit:	$504,543
Save Our Homes or 10% Cap:	$0
Assessed:	$1,857
Exemption(s):	$0
Taxable:	$1,857

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2017	0054	6.752	North St. Lucie Water Management District	$155.30
Start Year	AssessCode	Units	Description	Amount
2023	0041	18.2	Fort Pierce Stormwater Charge	$1,255.80

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$506,400	$1,857	$0	$1,857

2022	$472,640	$1,857	$0	$1,857
2021	$472,640	$1,857	$0	$1,857
2020	$472,640	$1,857	$0	$1,857

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$675,150	$5,305	$0	$5,305
2022	$567,126	$5,305	$0	$5,305
2021	$434,025	$5,305	$0	$5,305
2020	$434,025	$5,305	$0	$5,305

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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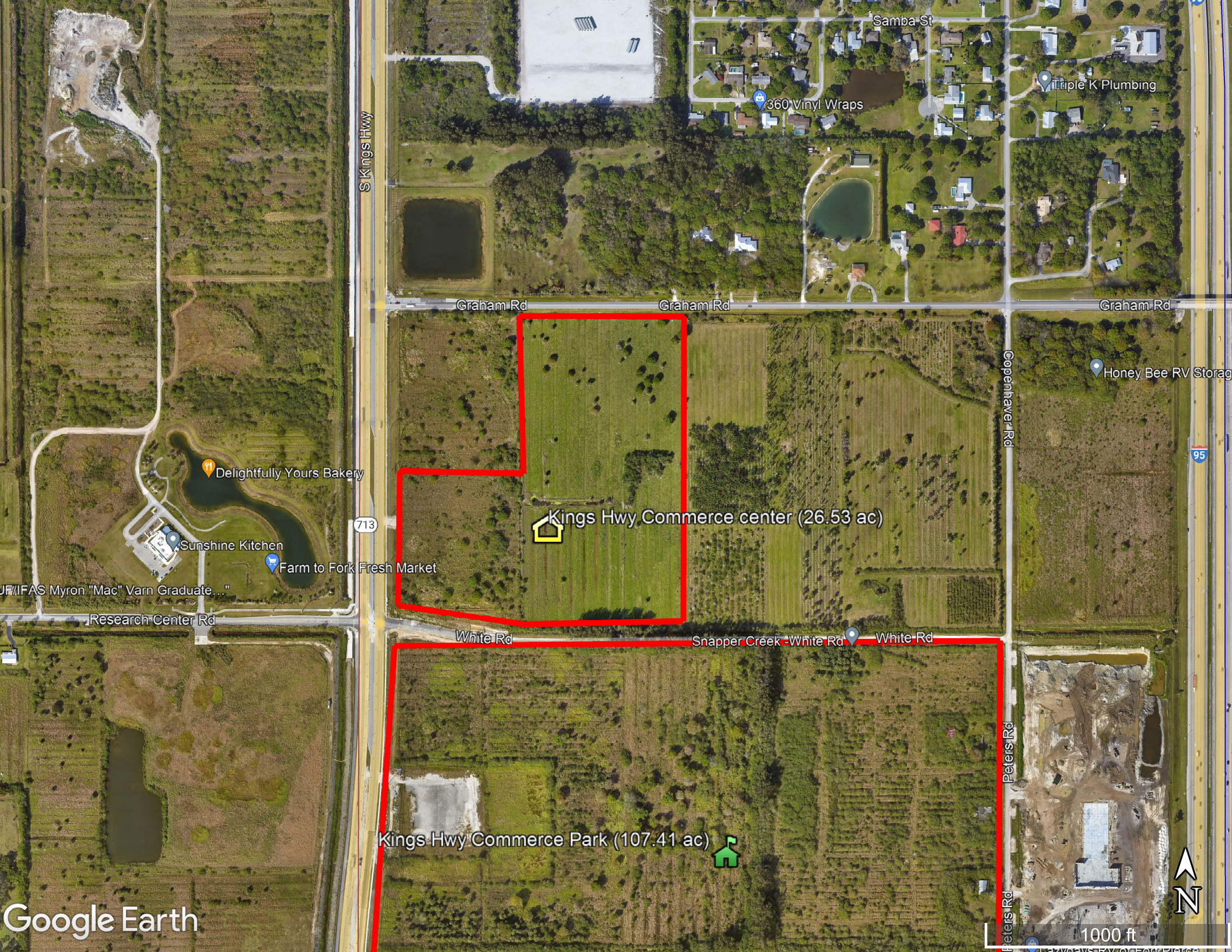

Samba St
Triple K Plumbing
360 Vinyl Wraps
S Kings Hwy
Graham Rd
Graham Rd
Graham Rd
Honey Bee RV Storag
Coppinger Rd
95
Delightfully Yours Bakery
Kings Hwy Commerce center (26.53 ac)
713
Sunshine Kitchen
Farm to Fork Fresh Market
UF/IFAS Myron "Mac" Varn Graduate...
Research Center Rd
White Rd
Snapper Creek -White Rd
White Rd
Peters Rd
Kings Hwy Commerce Park (107.41 ac)
Peters Rd
N
1000 ft
Google Earth

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3926462 OR BOOK 3605 PAGE 859, Recorded 02/19/2014 at 10:14 AM
Doc Tax: $490.70

St. Lucie County File Date: 02/19/2014 08:38 AM

J.A. ENTERPRISES, INC.,
Plaintiff,

VS.

GRAHAM GROVES DEVELOPMENT, LLC,
an administratively dissolved Florida limited
liability company; and
UNKNOWN TENANT #1,
Defendants.

IN THE CIRCUIT COURT, NINETEENTH
JUDICIAL CIRCUIT, IN AND FOR THE
COUNTY OF ST LUCIE, STATE OF
FLORIDA - CIVIL DIVISION
CASE NO. 562012CA003461

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that (s)he executed and filed a Certificate of Sale in this action on Feb, 4,2014 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in St Lucie County, Florida:

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 35 South, Range 39 East, lying and being in St. Lucie County, Florida, less and except the North forty feet (40') for the right of way for Graham Road.

Property Address: 0 White Road, Fort Pierce, Florida.
WAS SOLD TO:

J.A. ENTERPRISES, INC.
100 Davit Drive
North Palm Beach, FL 33408

WITNESS my hand and the seal of this Court On 19 February, 2014

JOSEPH E. SMITH
CLERK OF CIRCUIT COURT

BY: _____
Deputy Clerk

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2501878 OR BOOK 2095 PAGE 1237, Recorded 11/17/2004 at 12:03 PM
Doc Tax: $3780.00

This Instrument Prepared by:
Treasure Coast Abstract & Title Insurance Co.
401 South Indian River Drive
Fort Pierce, Fl 34950

Return to CH BX: 76

WARRANTY DEED

THIS WARRANTY DEED, executed this 12th day of November, 2004 by:

MATTHEW LYLE WYNNE, a single adult, individually and as Trustee

8000 South U.S.1, Suite 402
Port St. Lucie, Florida 34982

hereinafter called the Grantor, to:

SHAD PROPERTIES GROUP, LLC, a Florida limited liability company
6301 W. Broward Boulevard
Plantation, Florida 33317

hereinafter called the Grantee:

"Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires."

WITNESSETH, That the Grantor, for and in consideration of the sum of $10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee forever, all that certain land situate, lying and being in the County of St. Lucie, State of Florida, to-wit:

See Exhibit "A" attached hereto

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

AMANDA STOPKOWITZ, Witness
(Print or Type Name)

JACQUELYN BREWER, Witness
(Print or Type Name)

By: _____
Matthew Lyle Wynne, as Trustee

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 12th day of NOVEMBER, 2004, by MATTHEW LYLE WYNNE, a single adult, individually and as Trustee who is personally known to me and who did not take an oath.

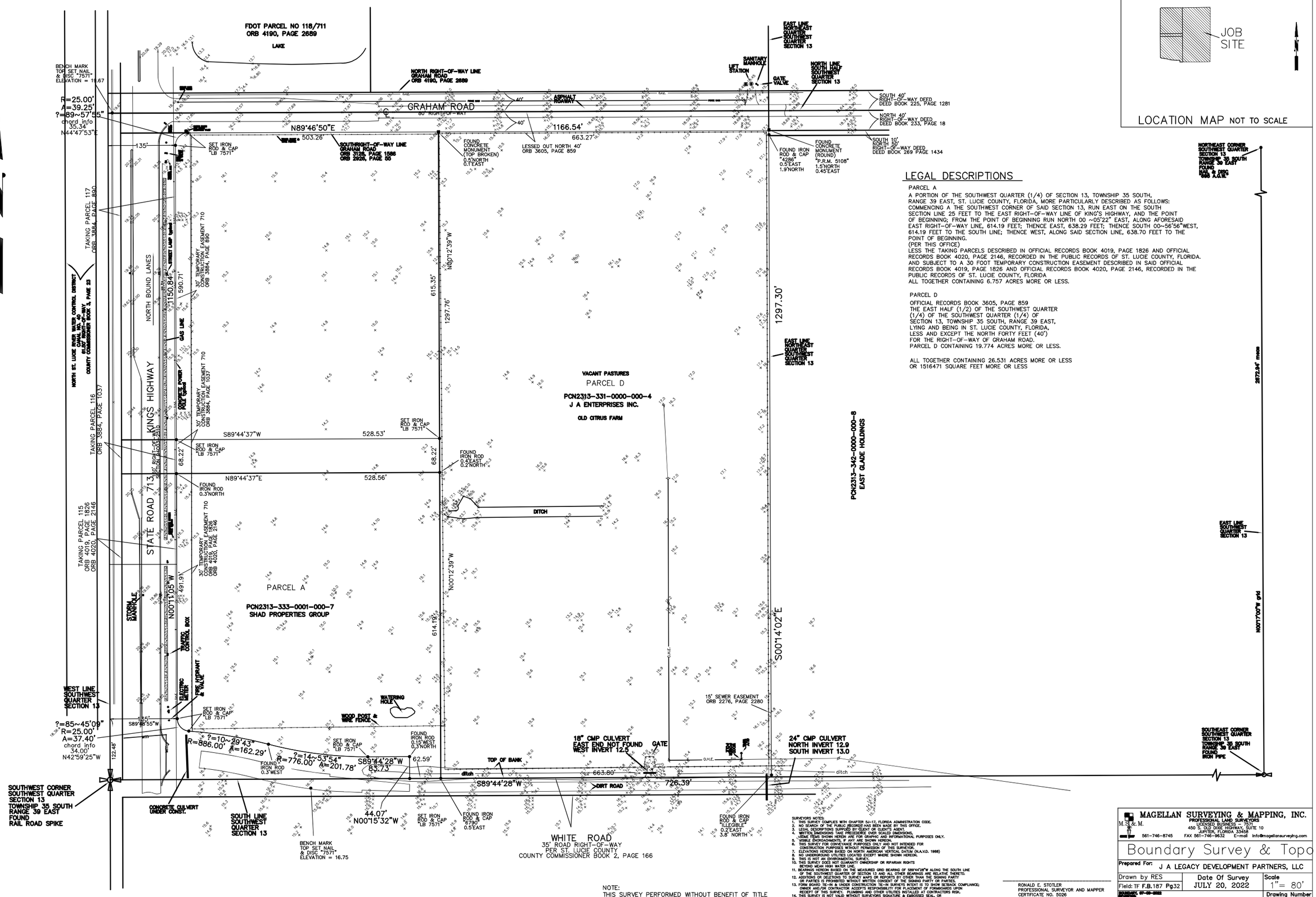
JACQUELYN B. BREWER
MY COMMISSION # DD 164638
EXPIRES: March 9, 2007
Bonded Thru Notary Public Underwriters

JACQUELYN BREWER NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____
My Commission No.: _____

EXHIBIT "A"

PARCEL B:
A portion of the Southwest ¼ of Section 13, Township 35 South, Range 39 East, St. Lucie County, Florida, more particularly described as follows:
Commencing at the Southwest corner of said Section 13, run East on the South Section Line 25 feet to the East right-of-way line of King's Highway, and the Point of Beginning. From the Point of Beginning run N.00°05'22" E., along aforesaid East right-of-way, 614.19 feet; thence East, 638.29 feet; thence S. 00°56'56" W., 614.19 feet to the South Section Line; thence West, along said Section Line, 638.70 feet to the Point of Beginning.
All the above containing 9.00 acres, more or less.

The above described property is not now nor ever has been the homestead of the Grantor.



LEGAL DESCRIPTIONS

PARCEL A

A PORTION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING A THE SOUTHWEST CORNER OF SAID SECTION 13, RUN EAST ON THE SOUTH SECTION LINE 25 FEET TO THE EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY, AND THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN NORTH 00 ~05'22" EAST, ALONG AFORESAID EAST RIGHT-OF-WAY LINE, 614.19 FEET; THENCE EAST, 638.29 FEET; THENCE SOUTH 00~56'56"WEST, 614.19 FEET TO THE SOUTH LINE; THENCE WEST, ALONG SAID SECTION LINE, 638.70 FEET TO THE POINT OF BEGINNING.
(PER THIS OFFICE)
LESS THE TAKING PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 4019, PAGE 1826 AND OFFICIAL RECORDS BOOK 4020, PAGE 2146, RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
AND SUBJECT TO A 30 FOOT TEMPORARY CONSTRUCTION EASEMENT DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4019, PAGE 1826 AND OFFICIAL RECORDS BOOK 4020, PAGE 2146, RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
ALL TOGETHER CONTAINING 6.757 ACRES MORE OR LESS.

PARCEL D

OFFICIAL RECORDS BOOK 3605, PAGE 859
THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH FORTY FEET (40') FOR THE RIGHT-OF-WAY OF GRAHAM ROAD.
PARCEL D CONTAINING 19.774 ACRES MORE OR LESS.

ALL TOGETHER CONTAINING 26.531 ACRES MORE OR LESS OR 1516471 SQUARE FEET MORE OR LESS

NOTE:
THIS SURVEY PERFORMED WITHOUT BENEFIT OF TITLE

SURVEYORS NOTES:
1. THIS SURVEY COMPLIES WITH CHAPTER 5J-17, FLORIDA ADMINISTRATION CODE.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. LEGAL DESCRIPTIONS SUPPLIED BY CLIENT OR CLIENT'S AGENT.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
5. VISIBLE ENCROACHMENTS, IF ANY ARE SHOWN HEREON.
6. THIS SURVEY FOR CONVEYANCE PURPOSES ONLY AND NOT INTENDED FOR CONSTRUCTION PURPOSES WITHOUT PERMISSION OF THIS SURVEYOR.
7. ELEVATIONS HEREON BASED ON NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988)
8. NO UNDERGROUND UTILITIES LOCATED EXCEPT WHERE SHOWN HEREON.
9. THIS IS NOT AN ENVIRONMENTAL SURVEY.
10. THIS SURVEY DOES NOT GUARANTY OWNERSHIP OR RIPARIAN RIGHTS BEYOND MEAN HIGH WATER LINE.
11. BEARINGS HEREON BASED ON THE MEASURED GRID BEARING OF S89°44'28"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 13 AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. FORM OF CONSTRUCTION: CONSTRUCTION PLANS ARE NOT TO BE SHOWN HEREON. OWNER AND/OR CONTRACTOR ACCEPTS RESPONSIBILITY FOR PLACEMENT OF FORWARDED UPON RECEIPT OF THIS SURVEY. PLUMBING AND OTHER UTILITIES INSTALLED AT CONTRACTORS RISK.
14. THIS SURVEY IS NOT VALID WITHOUT SURVEYORS SIGNATURE & EMBOSSED SEAL, OR A VERIFIABLE ELECTRONIC SIGNATURE IN ACCORDANCE WITH STATE STATUTE 668.001-668.006.

RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

MAGELLAN SURVEYING & MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS # 7571
450 S. OLD DIXIE HIGHWAY, SUITE 10
JUPITER, FLORIDA 33458
561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com

Boundary Survey & Topo

Prepared For: J A LEGACY DEVELOPMENT PARTNERS, LLC

Drawn by RES	Date Of Survey	Scale
Field: TF F.B.187 Pg32	JULY 20, 2022	1" = 80'
BOUNDARY, 07-20-2022 TOPO, 07-20-2022 ADD ELEV INFO-COUNTY COMMENTS, 09-30-2022		Drawing Number 22-116

Jeff H. Iravani, Inc.
Consulting Engineers
1934 Commerce Lane, Suite 5
Jupiter, Florida 33458
Tel: (561) 575-6030 Fax: (561) 575-6088
Email: JHI@JHIinc.com Website: www.JHIinc.com

Kings Highway Commerce Center
Amended Site Plan Narrative
April 15, 2024

The above project site plan was approved by the city on January 18, 2023 as a 35 acre 442,000 square foot industrial development. The site plan approval is valid until May 14, 2025.

A site plan amendment is being requested to reduce the lot area to 26.52 acres and a reduction in building size to 390,000 square feet. This equates to an overall reduction in site acreage of 8.48 acres and a reduction in building size of 52,000 square feet.

The 2 lots in the southeast corner of Kings Hwy & Graham Road, (Parcels B and C respectively), have been removed from the proposed development. The use of the site remains as industrial, office/warehouse and distribution.

Building access and employee parking areas shall be located in front of the buildings. Loading docks are located at the rear of the building to keep the truck traffic separated from employee vehicular/ pedestrian traffic.

The project shall be constructed in 2 phases. Building-I, which encompasses 188,000 square feet shall be constructed as Phase 1. Building-2, encompassing 202,000 square feet will be considered Phase-II.

The access is provided by one right turn only access from Kings highway, with right turn storage lane, and 2 driveways each onto Graham Road and White Road.

The proposed development includes a lake with fountain, littoral plantings, one bioswale along White Road and 3 additional dry detentions. The proposed open space is 26% which exceeds the required 20%.

Landscape enhancements to the property will include a combination of both native and non native trees and palms as well as 16 relocated native Oak trees and 60 Sabal Palms.

The previously approved 35 ac site, and the original submittal of the 26 ac site had the Building-I loading area on the south side to keep the truck traffic separated from cars/employees' traffic and to provide easy access for the truck which is very important to the proper function of the use.

Per staff comment, the loading area on Building-I was reversed to face north due to White Road being along the south property line frontage. However, this layout causes an access issue for the truck circulation, particularly at the west driveway on White Road. The truck traffic has to make a 90 degree and then a 180-degree movement to access White Road. This causes difficult and undesirable access for trucks in addition to having the truck and other vehicular traffic mixed. Based on our discussion with staff, we would like to offer the previous site plan as an alternative. In order to buffer the loading area from White Road, a 6' wall is provided along the White Road with landscaping on the southside of the wall facing White Road. The 6' wall buffers loading docks from a driver line of sight on White Road. The trees buffer the remainder of the building area.

We appreciate the staff allowing us to offer an alternate site plan.

Jeff H. Iravani, Inc.
Consulting Engineers
1934 Commerce Lane, Suite 5
Jupiter, Florida 33458
Tel: (561) 575-6030 Fax: (561) 575-6088
Email: JHI@JHIinc.com Website: www.JHIinc.com

Kings Highway Commerce Center
Design Review Narrative
April 15, 2024

The design intent for this project is to provide an attractive site design along with aesthetically pleasing, modern, innovative architectural design for the proposed industrial use. While the proposed design is intended to be aesthetically pleasing, it is also intended to provide functionality for its use as an industrial site. This shall be accomplished through the use of site elements, landscape vegetation and architectural features.

Site elements for the subject property shall include features such as a lighted fountain within the lake along Kings highway. Architectural features proposed include vertical and horizontal projections, covered pedestrian walkways, architectural features on the wall to break up the wall areas, roof variation at the building corners and covered entries to the building. Concealed light features shall be utilized at entries to provide both light and architectural interest.

The building façade will be further enhanced through the use of foundation plantings. These plantings will provide variation in heights, textures, and materials to aid in softening the building, as well as to provide an aesthetically pleasing composition. This will be particularly important at the entrances where 'human scale' views will be necessary. Green living walls are utilized to both soften the buildings architecture as well as provide a for the addition of flowering foliage.

Truck circulations are enhanced by use of wide access, large radii and wider interior drives. Access is provided from Kings Hwy and both White and Graham Roads. Truck traffic shall be kept separate from employee traffic by separating the parking and loading areas to the front and rear of the buildings.

Bioswales and littoral planting areas have been provided on the site to improve stormwater filtration, as well as provide a visually appealing element to the design. The Bioswales will also aid in providing habitat diversity in terms of added native plantings for pollinators and wading birds.

The overall plant palette provides a combination of both native and non-native plantings which will provide color and texture variations to further enhance the visual appeal of the site.

The proposed landscape plan further makes use of the existing native Oak trees and Sabal Palms on site. The use of these elements will provide greater height, screening and environmental sustainability by reusing the existing site vegetation to the greatest extent possible. Additional native plantings, such as Slash Pines, Red Maple and Green Buttonwood trees will further enhance the biodiversity of the site.

Jeff Iravani

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Tuesday, April 18, 2023 4:32 PM
To: JHI@JHIINC.com; Planning Department; Alicia Rosenthal
Subject: RE: Kings Highway Commerce Center

Good Afternoon,

The City of Fort Pierce Planning Department acknowledges and accept the new extension timeframe of 12 months and 119 days, which will make the new expiration date May 14th, 2025, for the Kings Highway Commerce Center Site Plan. This extension is due to the State of Florida Executive Orders.

Best Regards,

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey



From: JHI@JHIINC.com <jhi@jhiinc.com>
Sent: Tuesday, April 18, 2023 4:25 PM
To: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Cc: JHI@JHIINC.com
Subject: RE: Kings Highway Commerce Center

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Hi Vennis,

I believe the ext yr is 2025

Thank you

Jeff

Jeff H. Iravani, PE
Jeff H. Iravani, Inc
1934 Commerce Ln-5
Jupiter, FL 33458
Tel: (561) 575-6030

Cell: (561) 329-2468
Fax: (561) 575-6088
JHI@JHIinc.com
www.JHIinc.com

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Tuesday, April 18, 2023 4:16 PM
To: JHI@JHIINC.com
Cc: Kevin Freeman <kfreeman@cityoffortpierce.com>; Alicia Rosenthal <arosenthal@cityoffortpierce.com>; Planning Department <planning@cityoffortpierce.com>
Subject: RE: Kings Highway Commerce Center

Good Afternoon,

The City of Fort Pierce Planning Department acknowledges and accept the new extension timeframe of 12 months and 119 days, which will make the new expiration date May 14th, 2024, for the Kings Highway Commerce Center Site Plan. This extension is due to the State of Florida Executive Orders.

Best Regards,

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: JHI@JHIINC.com <jhi@jhiinc.com>
Sent: Tuesday, April 18, 2023 4:10 PM
To: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Cc: Kevin Freeman <kfreeman@cityoffortpierce.com>; Alicia Rosenthal <arosenthal@cityoffortpierce.com>; JHI@JHIINC.com
Subject: FW: Kings Highway Commerce Center

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Good afternoon Vennis,

Please see attached our request to extend the site plan approval for the above project & provide us w/ a response.

Thank you

Jeff

Jeff H. Iravani, PE

Jeff H. Iravani, Inc
1934 Commerce Ln-5
Jupiter, FL 33458
Tel: (561) 575-6030
Cell: (561) 329-2468
Fax: (561) 575-6088
JHI@JHIinc.com
www.JHIinc.com

From: JHI@JHIINC.com
Sent: Friday, February 10, 2023 9:44 AM
To: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Cc: Kevin Freeman <kfreeman@cityoffortpierce.com>; 'Alicia Rosenthal' <arosenthal@cityoffortpierce.com>
Subject: RE: Kings Highway Commerce Center

Good morning Vennis,

Please see attached our request to extend the site plan approval for the above project.
This is based on Governor's Executive Orders and for a period of 12 months plus 119 days tolling.

Thank you
Jeff

Jeff H. Iravani, PE
Jeff H. Iravani, Inc
1934 Commerce Ln-5
Jupiter, FL 33458
Tel: (561) 575-6030
Cell: (561) 329-2468
Fax: (561) 575-6088
JHI@JHIinc.com
www.JHIinc.com

Please note that Our email address has changed to
JHI@JHIinc.com

Site Plan

For

Kings Highway Commerce Center

Section 13 Township 35S Range 39E

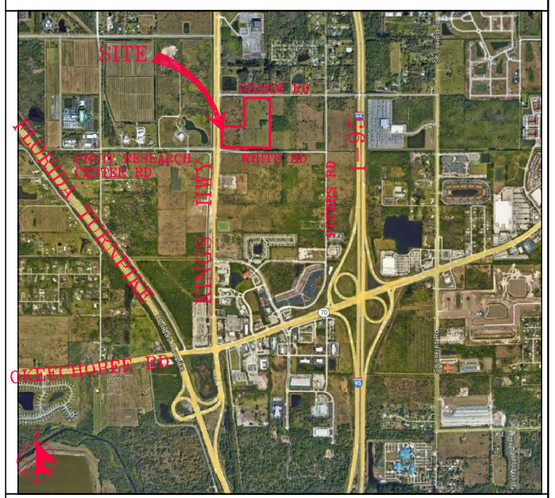
Fort Pierce, Florida

Developer

JA Development Partners, LLC

4923 W Cypress Street,
Tampa, Florida 33607

Aerial



Vicinity Map

Drawing Index

C-1	Cover Sheet
MSP-2	Master Site Plan
SP3-SP6	Site Plan
TCP-1	Truck Circulation Overall Plan

REVISIONS

04/12/2024 REV/CITY

Jeff H. Iravani, Inc.
Consulting Engineers
1934 COMMERCE LANE, SUITE 5
JUPITER, FLORIDA 33458
EMAIL: JHI@JHIinc.com
TEL: (561) 575-6030
FAX: (561) 575-6088
WEBSITE: www.JHIinc.com

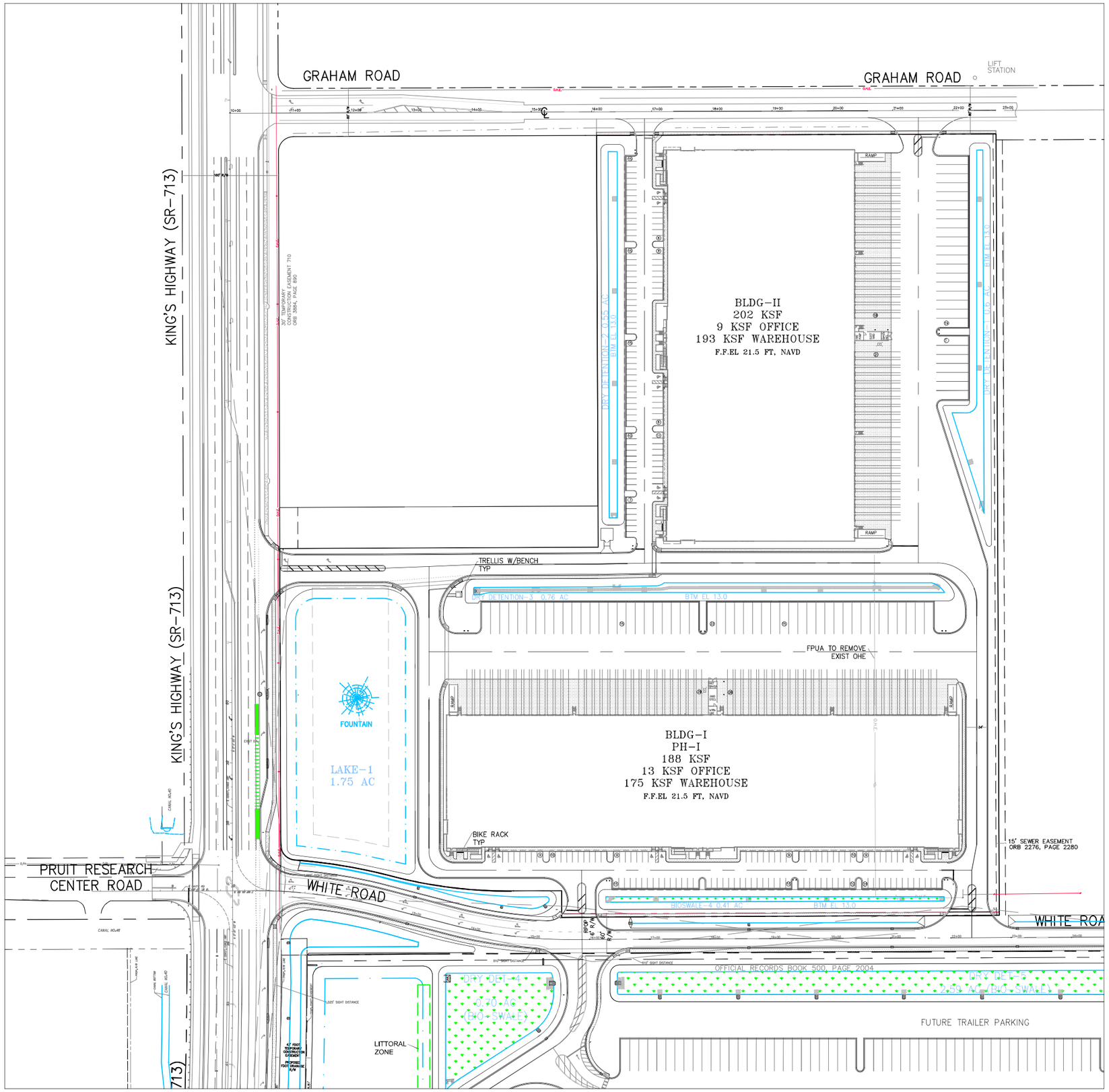
Kings Highway Commerce Center
Fort Pierce, Florida

Cover Sheet

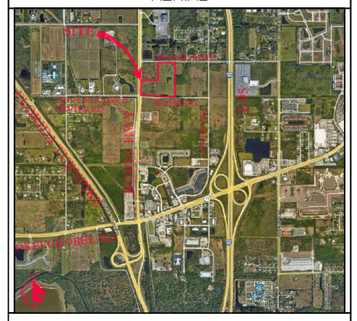
JOB NO.	DRAWN BY	DESIGNED BY	SCALE	DATE
2205-1402	CLJ	JHI	NA	07-07-22

SEAL

SHEET NO.
C-1



AERIAL



VICINITY MAP

SECTION 13, TWP 35S, RGE 39E

N

80' 0 40' 80' 160'

SCALE: 1" = 80'

SITE DATA

PROPOSED USE	OFFICE/WAREHOUSE/DISTRIBUTION		
FUTURE LAND USE	GC		
PROPOSED ZONING	CP-1		
PARCEL AREA	1,155,298 SF	26.52 AC	100%
BUILDOUT			
BUILDING AREA	390,000 SF		34.2%
OFFICE	22,000 SF		
WAREHOUSE	368,000 SF		
PHASE-I			
BUILDING AREA	188,000 SF		
OFFICE	13,000 SF		
WAREHOUSE	175,000 SF		
PHASE-II			
BUILDING AREA	202,000 SF		
OFFICE	9,000 SF		
WAREHOUSE	193,000 SF		
PARKING REQ PH-I			101 SP
OFFICE ITE RATE	13,000 SF @ 2.39/KSF		32 SP
WAREHOUSE ITE RATE	175,000 SF @ 0.39/KSF		69 SP
HANDICAP			5 SP
BICYCLE			6 SP
PARKING PROP			130 SP
HANDICAP			6 SP
BICYCLE			8 SP
LOADING REQ			8 SP
LOADING PROP			55 SP
PARKING REQ PH-II			98 SP
OFFICE ITE RATE	9,000 SF @ 2.39/KSF		22 SP
WAREHOUSE ITE RATE	193,000 SF @ 0.39/KSF		76 SP
HANDICAP			5 SP
BICYCLE			6 SP
PARKING PROP			98 SP
HANDICAP			6 SP
BICYCLE			8 SP
LOADING REQ			8 SP
LOADING PROP			39 SP
PAVT/SW	470,515 SF	10.80 AC	
TOTAL IMPERVIOUS	860,515 SF	19.75 AC	74%
LAKE	76,421 SF	1.75 AC	
PERVIOUS	218,362 SF	5.02 AC	
OPEN SPACE	294,783 SF	6.77 AC	26%
BLDG HEIGHT	65 FT MAX		

SETBACKS	REQ'D	PROP
FRONT	25'	273'
REAR	20'	60.6'
SIDE STREET	20'	187.3'
SIDE	10'	NA

PCN 2313-333-0001-000-7
2313-331-0000-000-4

LEGACY
DEVELOPMENT PARTNERS

REVISIONS

09/21/22 REV SLC
07/11/23 REV CLT
10/03/23 REV SP
01/08/24 REV SP

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EMAIL: JHI@JHIinc.com

Kings Highway
Commerce Center
Fort Pierce, Florida

Master Site Plan

JOB NO.	DRAWN BY	DESIGNED BY	SCALE	DATE
2205-1402	DDI	JHI	1"=80'	07-07-22

SEAL

SHEET NO.
MSP-2

SEE SHT SP-5

KING'S HIGHWAY (SR-713)

FDOT EASM'T

30'

STOP SIGN & BAR TYP

170.9'

BICYCLE RACK 4 SPACES

313.67'

STOP SIGN & BAR TYP

DRY DETENTION-3 0.76 AC

BTM EL 13.0

2.21 AC

FOUNTAIN

LAKE-1
1.75 AC

GREEN PAVEMENT STRIPING PER FDOT DEV714CCPM & DEV976GCPM

"BEGIN RT TURN LANE YIELD TO BIKES" SIGN R4-4

1,026' SIGHT DISTANCE

WHITE ROAD

RAMP

821'2"

BLDG-I
PH-I
188 KSF
13 KSF OFFICE
175 KSF WAREHOUSE
F.F.EL 21.5 FT, NAVD

851.5'

330'

BICYCLE RACK 4 SPACES

BIOSWALE-4 0.41 AC

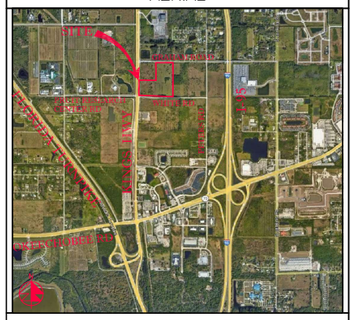
STOP SIGN & BAR TYP

6' PROP R/W

SEE SHT SP-4

STRIPING LEGEND
(A) 6" SOLID WHITE
(B) 8" SOLID WHITE
(C) 12" SOLID WHITE
(D) 18" SOLID WHITE
(E) 24" SOLID WHITE
(F) 6" SKIP WHITE TYP (10'-30')
(G) 6" SKIP WHITE TYP (6'-10')
(H) 6" SKIP WHITE TYP (2'-4')
(I) 6" SOLID YELLOW
(J) 18" SOLID YELLOW
(K) 6" DOUBLE YELLOW
(L) 6" SKIP YELLOW (10'-30')
(M) 6" SKIP YELLOW TYP (6'-10')
(N) 6" SKIP YELLOW TYP (2'-4')
(P) PRM BI-DIRECTIONAL AMBER/AMBER
(R) FDP WHITE
(S) FDP YELLOW
(T) RPM BI-DIRECTIONAL WHITE/RED
(U) RPM BI-DIRECTIONAL RED/YELLOW

AERIAL



VICINITY MAP

SECTION 13, TWP 35S, RGE 39E

N

40' 0 20' 40' 80'

SCALE: 1" = 40'

REVISIONS

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Kings Highway Commerce Center

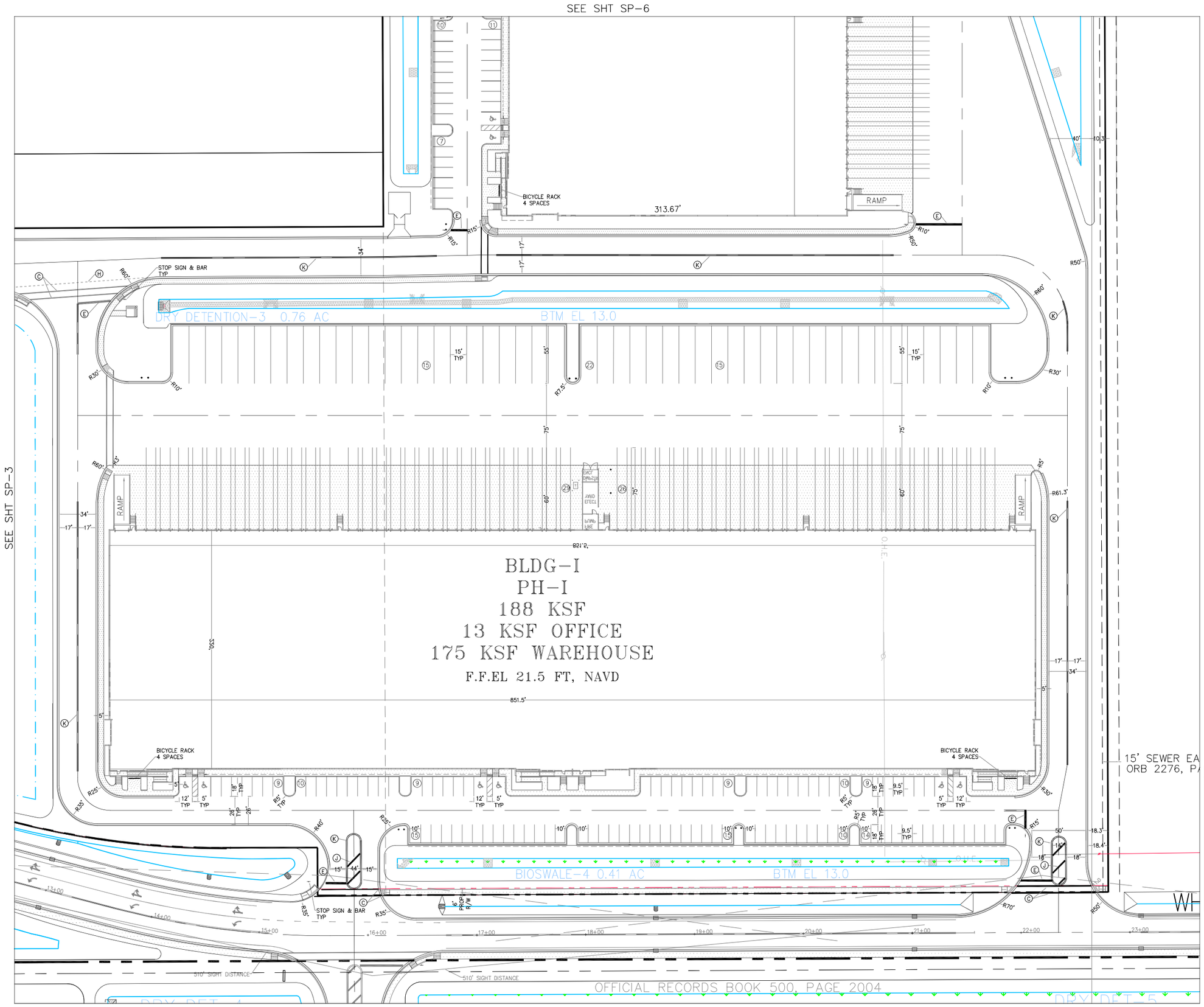
Fort Pierce, Florida

Site Plan

DATE	SCALE	DESIGNED BY	DRAWN BY	JOB NO.
07-07-22	1"=40'	JHI	DDI	2205-1402

SEAL

SHEET NO.
SP-3



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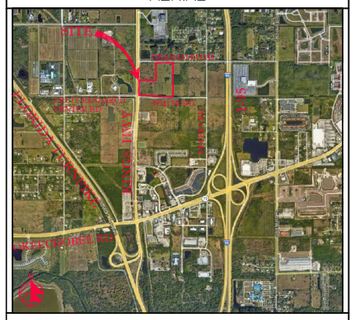
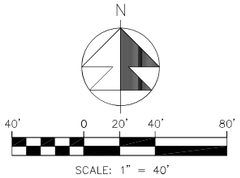


VICINITY MAP

SECTION 13, TWP 35S, RGE 39E



STRIPING LEGEND

- (A) 6" SOLID WHITE
- (B) 8" SOLID WHITE
- (C) 12" SOLID WHITE
- (D) 18" SOLID WHITE
- (E) 24" SOLID WHITE
- (F) 6" SKIP WHITE TYP (10'-30')
- (G) 6" SKIP WHITE TYP (6'-10')
- (H) 6" SKIP WHITE TYP (2'-4')
- (I) 6" SOLID YELLOW
- (J) 18" SOLID YELLOW
- (K) 6" DOUBLE YELLOW
- (L) 6" SKIP YELLOW (10'-30')
- (M) 6" SKIP YELLOW TYP (6'-10')
- (N) 6" SKIP YELLOW TYP (2'-4')
- (P) PRM BI-DIRECTIONAL AMBER/AMBER
- (R) FDP WHITE
- (S) FDP YELLOW
- (T) RPM BI-DIRECTIONAL WHITE/RED
- (U) RPM BI-DRIECTIONAL RED/YELLOW

REVISIONS

05/15/2024 REV/CITY

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Kings Highway Commerce Center

Fort Pierce, Florida

Site Plan

DATE	SCALE	DESIGNED BY	DRAWN BY	JOB NO.
07-07-22	1"=40'	JHI	DDI	2205-1402

SEAL

SHEET NO.

SP-4

KING'S HIGHWAY (SR-713)

GRAHAM ROAD

O.H.E.

10+00 11+00 12+00 13+00 14+00 15+00 16+00 17+00 18+00 19+00

30' TEMPORARY CONSTRUCTION EASEMENT 710 ORB 3884, PAGE 890

STOP SIGN & BAR TYP

BICYCLE RACK 4 SPACES

BLDG-II
202 KSF
9 KSF OFFICE
193 KSF WAREHOUSE
F.F.EL 21.5 FT, NAVD

DRY DETENTION-2 0.55 AC
BTM EL 13.0

DRY DETENTION-3 0.76 AC
BTM EL 13.0

FDOT EASM'T

313.67'

170.9'

SEE SHT SP-6

SEE SHT SP-3

STRIPING LEGEND
(A) 6" SOLID WHITE
(B) 8" SOLID WHITE
(C) 12" SOLID WHITE
(D) 18" SOLID WHITE
(E) 24" SOLID WHITE
(F) 6" SKIP WHITE TYP (10'-30')
(G) 6" SKIP WHITE TYP (6'-10')
(H) 6" SKIP WHITE TYP (2'-4')
(I) 6" SOLID YELLOW
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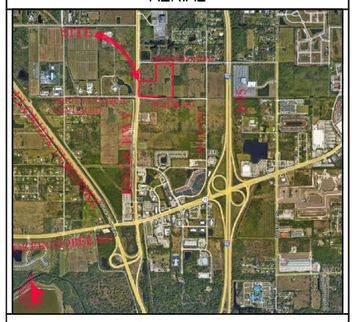
(Q) FDP WHITE
(S) FDP YELLOW
(T) RPM BI-DIRECTIONAL WHITE/RED
(U) RPM BI-DIRECTIONAL RED/YELLOW

AERIAL



VICINITY MAP

SECTION 13, TWP 35S, RGE 39E

N

40' 0 20' 40' 80'

SCALE: 1" = 40'

REVISIONS

05/15/2024 REV/CITY

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Kings Highway Commerce Center

Fort Pierce, Florida

Site Plan

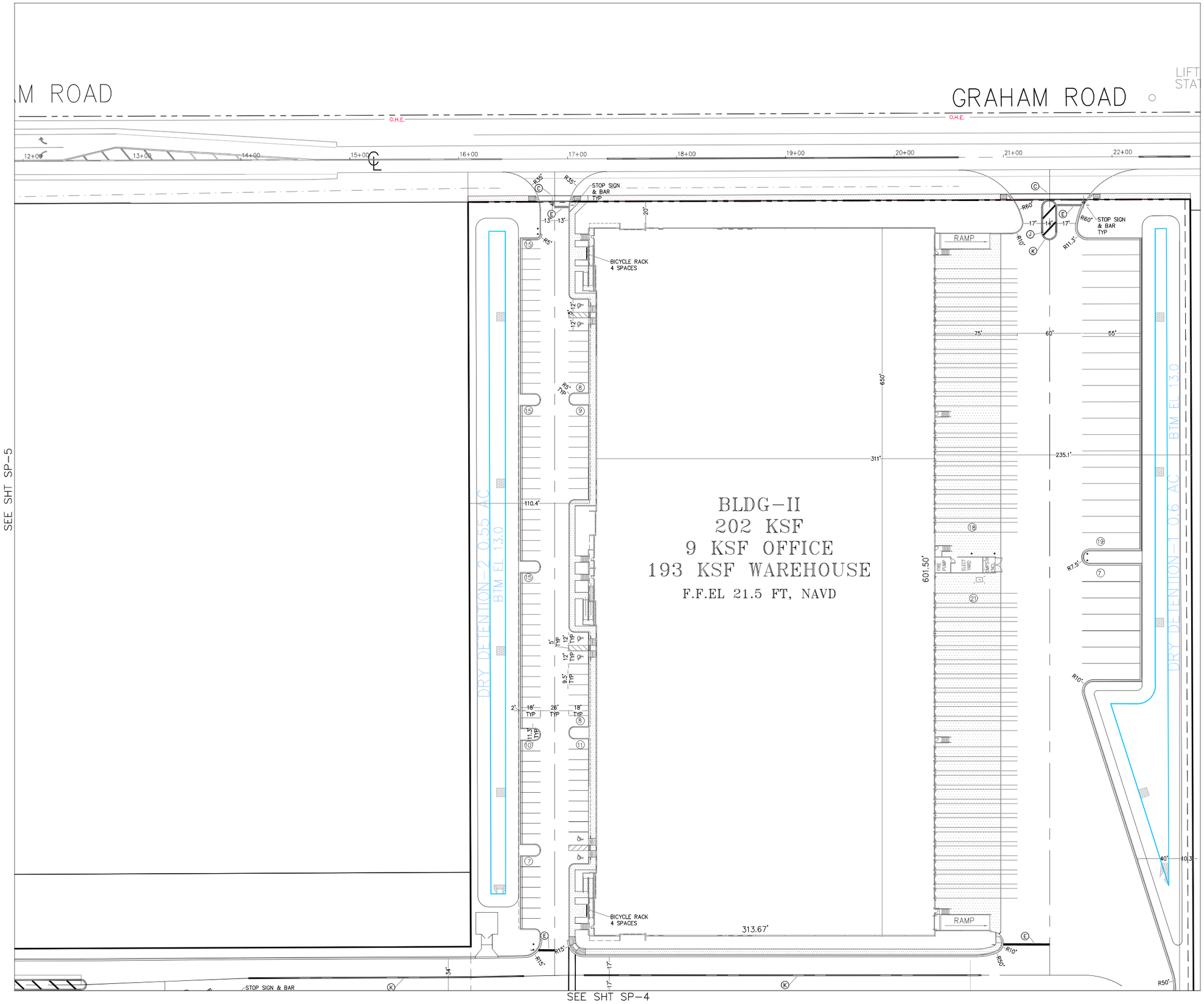
DATE	SCALE	DESIGNED BY	DRAWN BY	JOB NO.
07-07-22	1"=40'	JHI	DDI	2205-1402

SEAL

CDA 6986

SHEET NO.

SP-5



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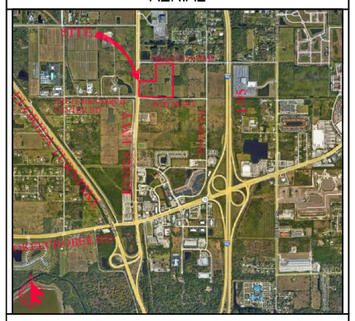

VICINITY MAP

SECTION 13, TWP 35S, RGE 39E

N

40' 0 20' 40' 80'

SCALE: 1" = 40'

STRIPING LEGEND

- (A) 6" SOLID WHITE
- (B) 8" SOLID WHITE
- (C) 12" SOLID WHITE
- (D) 18" SOLID WHITE
- (E) 24" SOLID WHITE
- (F) 6" SKIP WHITE TYP (10'-30')
- (G) 6" SKIP WHITE TYP (6'-10')
- (H) 6" SKIP WHITE TYP (2'-4')
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- (R) FDP WHITE
- (S) FDP YELLOW
- (T) RPM BI-DIRECTIONAL WHITE/RED
- (U) RPM BI-DRIECTIONAL RED/YELLOW

REVISIONS

05/15/2024 REV/CITY

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Kings Highway Commerce Center

Fort Pierce, Florida

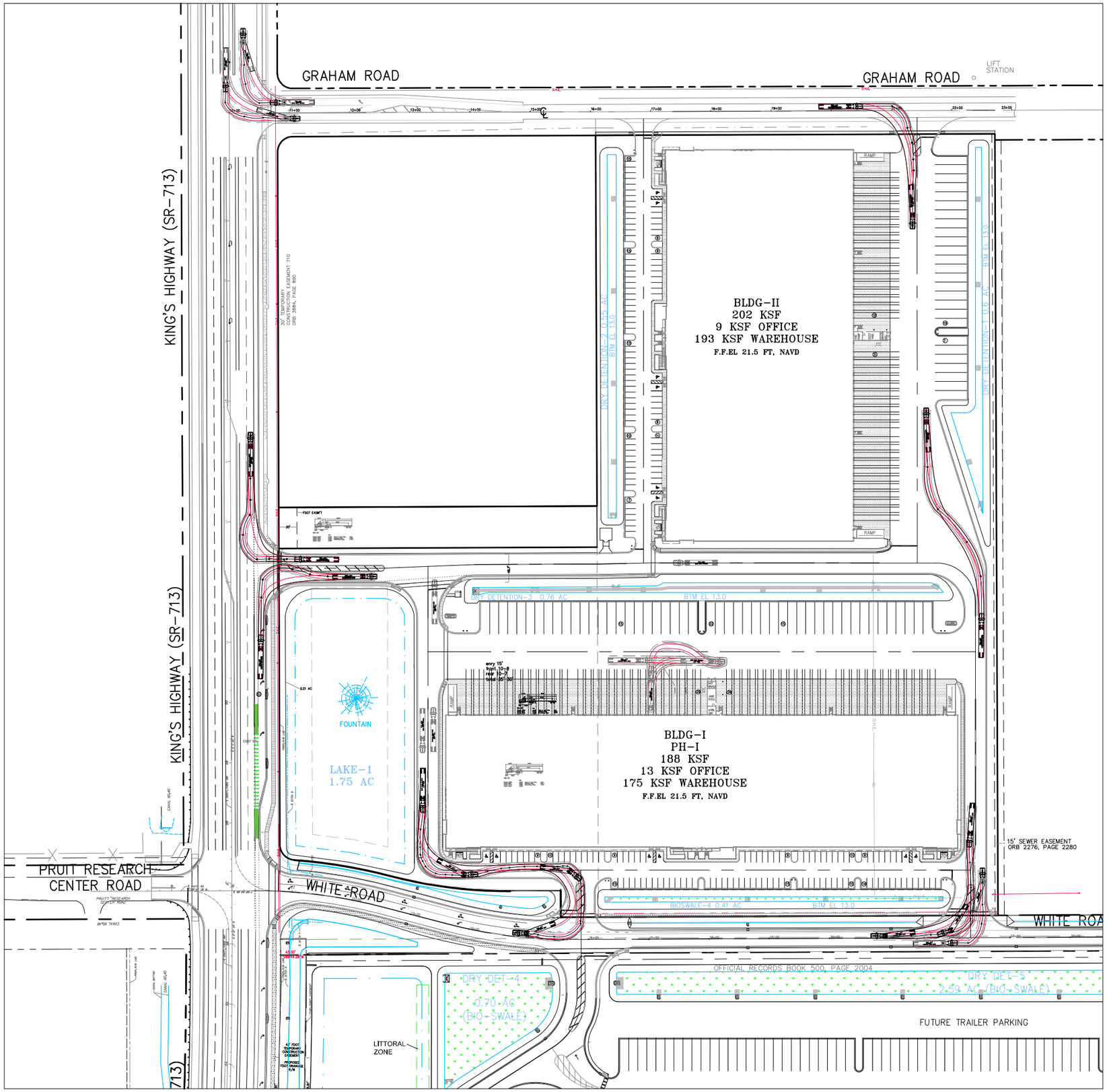
Site Plan

DATE	SCALE	DESIGNED BY	DRAWN BY	JOB NO.
07-07-22	1"=40'	JHI	DDI	2205-1402

SEAL

SHEET NO.

SP-6



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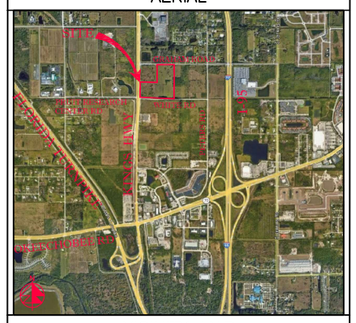

VICINITY MAP

SECTION 13, TWP 35S, RGE 39E

N

80' 0 40' 80' 160'

SCALE: 1" = 80'

REVISIONS

09/21/22 REV SLC
07/11/23 REV CLT
10/03/23 REV SP
01/08/24 REV SP

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Kings Highway
Commerce Center
Fort Pierce, Florida

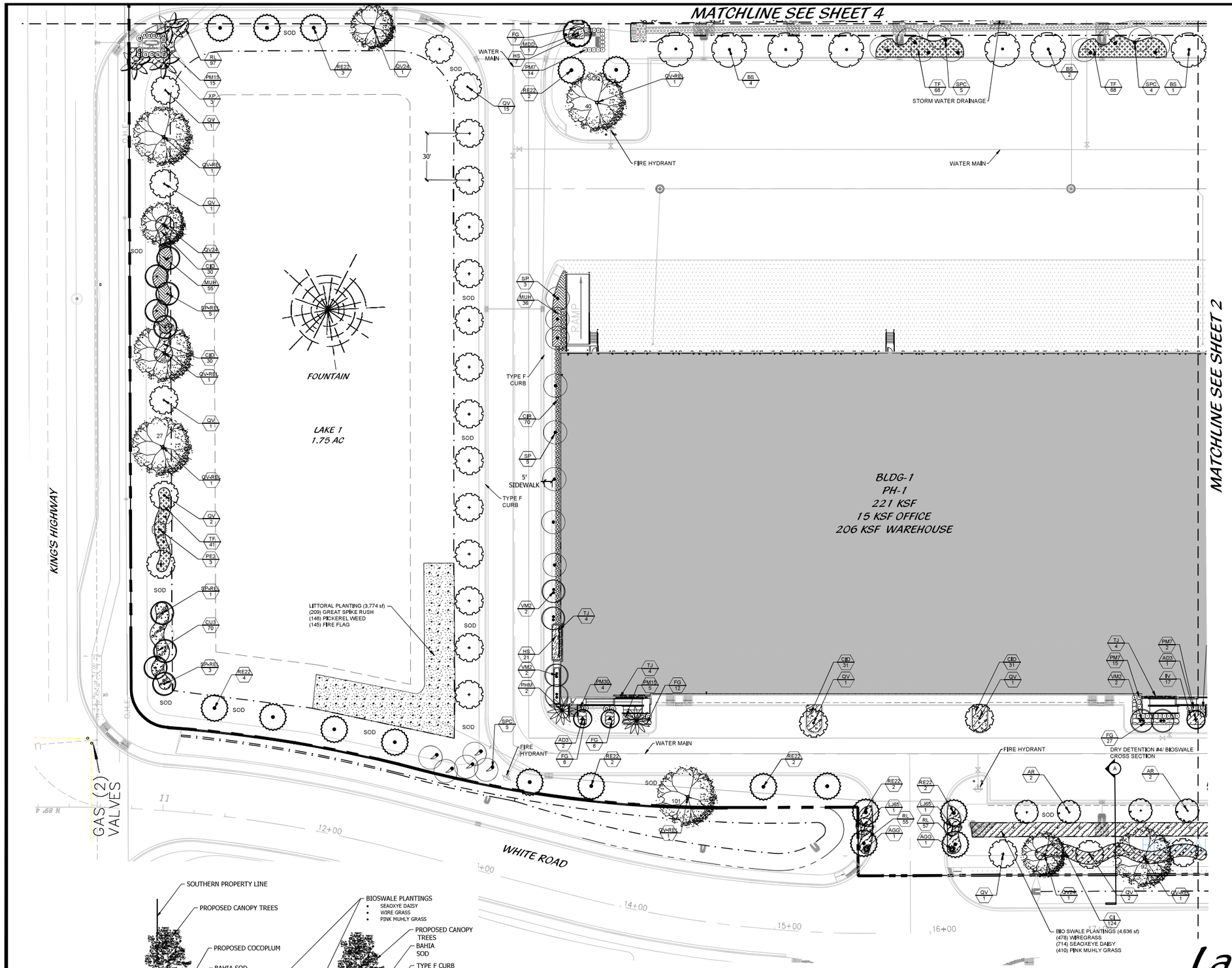
Truck Circulation
Overall Plan

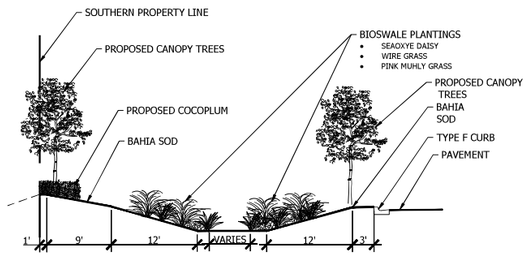
DATE	SCALE	DESIGNED BY	DRAWN BY	JOB NO.
07-07-22	1"=80'	JHI	DDI	2205-1402

LEGACY
DEVELOPMENT PARTNERS

SEAL

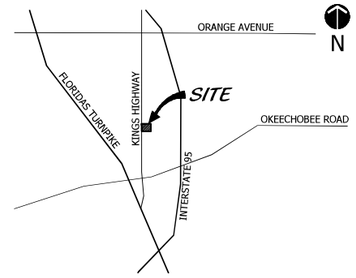
SHEET NO.
TC-1



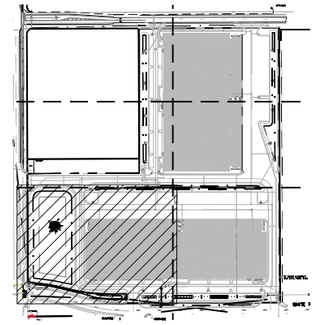


(A)- DRY DETENTION #4/ BIO SWALE PLANTING- SOUTH PROPERTY LINE

LOCATION MAP



SHEET LAYOUT MAP



48 HOURS BEFORE DIGGING
CALL TOLL FREE
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Landscape Plan

0' 15' 30' 60' 90' 120'

Scale: 1" = 30'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

King's Highway Commerce Center

Landscape Plan

City of Fort Pierce, Florida

REGISTERED LANDSCAPE ARCHITECT
DONALDSON E. HEARING
LA 0000943
STATE OF FLORIDA

DESIGNED	DEH
DRAWN	AGB
APPROVED	DEH
JOB NUMBER	21-0130
DATE	07-28-22
REVISIONS	10-07-22
	11/10/23
	04-15-24

April 15, 2024 1:24:49 p.m.
Drawing: 21-1001 LP.DWG

SHEET 1 OF 7

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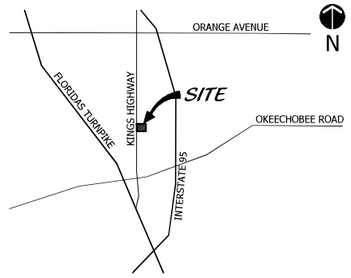
MATCHLINE SEE SHEET 3

MATCHLINE SEE SHEET 1

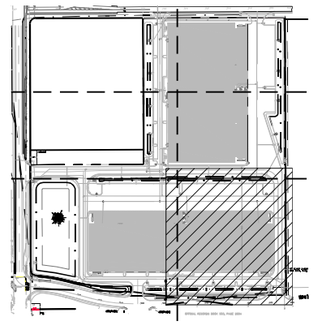
BLDG-1
PH-1
221 KSF
15 KSF OFFICE
206 KSF WAREHOUSE

WHITE ROAD

LOCATION MAP



SHEET LAYOUT MAP



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Landscape Plan

0' 15' 30' 60' 90' 120'

Scale: 1" = 30'-0"

North

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Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

King's Highway Commerce Center
Landscape Plan
City of Fort Pierce, Florida

REGISTERED LANDSCAPE ARCHITECT
CHARLSON E. HEARING
LA 0000943
STATE OF FLORIDA

DESIGNED	DEH
DRAWN	AGB
APPROVED	DEH
JOB NUMBER	21-0130
DATE	07-28-22
REVISIONS	10-07-22
	11/10/23
	04-15-24

April 15, 2024 1:24:49 p.m.
Drawing: 21-1001 LP.DWG

SHEET 2 OF 7

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MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 4

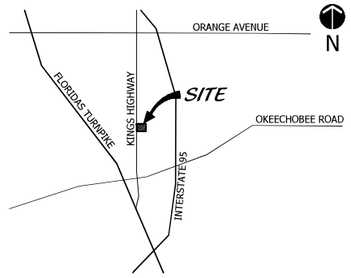
BLDG-2
PH-1
202 KSF
9 KSF OFFICE
193 KSF WAREHOUSE

BIO SWALE PLANTINGS (9,324 sf)
(961) WIREGRASS
(1,436) SEAOXEYE DAISY
(824) PINK MUHLY GRASS

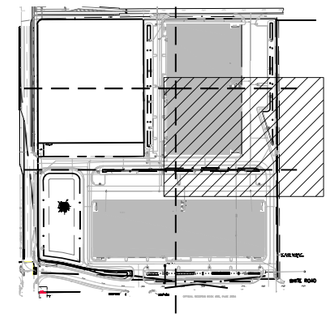
AR 3
BS 7
QV24 1
CID 58
SOD
SP 5
TF 96
SP 2
TF 77
CE 3
FIRE HYDRANT
WATER MAIN TYP
TYPE F CURB
SP 3
SOD
SPARR 5
CU3 96
QV 1
SOD
CE 2
STORM DRAINAGE
RAMP
DETECTABLE WARNING STRIP TYP
SIDEWALK
WATER MAIN
TJ 1
BS 7
CLD15 14
PP 5
LN 4
CLD15 13
PP 5
CLD15 13
QV 10
PP 5
CLD15 6
SPC 5
MUH 85
RE22 1
SOD

MATCHLINE SEE SHEET 2

LOCATION MAP



SHEET LAYOUT MAP



Landscape Plan

0' 15' 30' 60' 90' 120'

Scale: 1" = 30'-0"

North

48 HOURS BEFORE DIGGING
CALL TOLL FREE
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Lic# LC-26000535

King's Highway Commerce Center
Landscape Plan
City of Fort Pierce, Florida

REGISTERED LANDSCAPE ARCHITECT
THOMASSON E. HEARING
LA 0000943
STATE OF FLORIDA

DESIGNED	DEH
DRAWN	AGB
APPROVED	DEH
JOB NUMBER	21-0130
DATE	07-28-22
REVISIONS	10-07-22
	11/10/23
	04-15-24

April 15, 2024 1:24:49 p.m.
Drawing: 21-1001 LP.DWG

SHEET 3 OF 7

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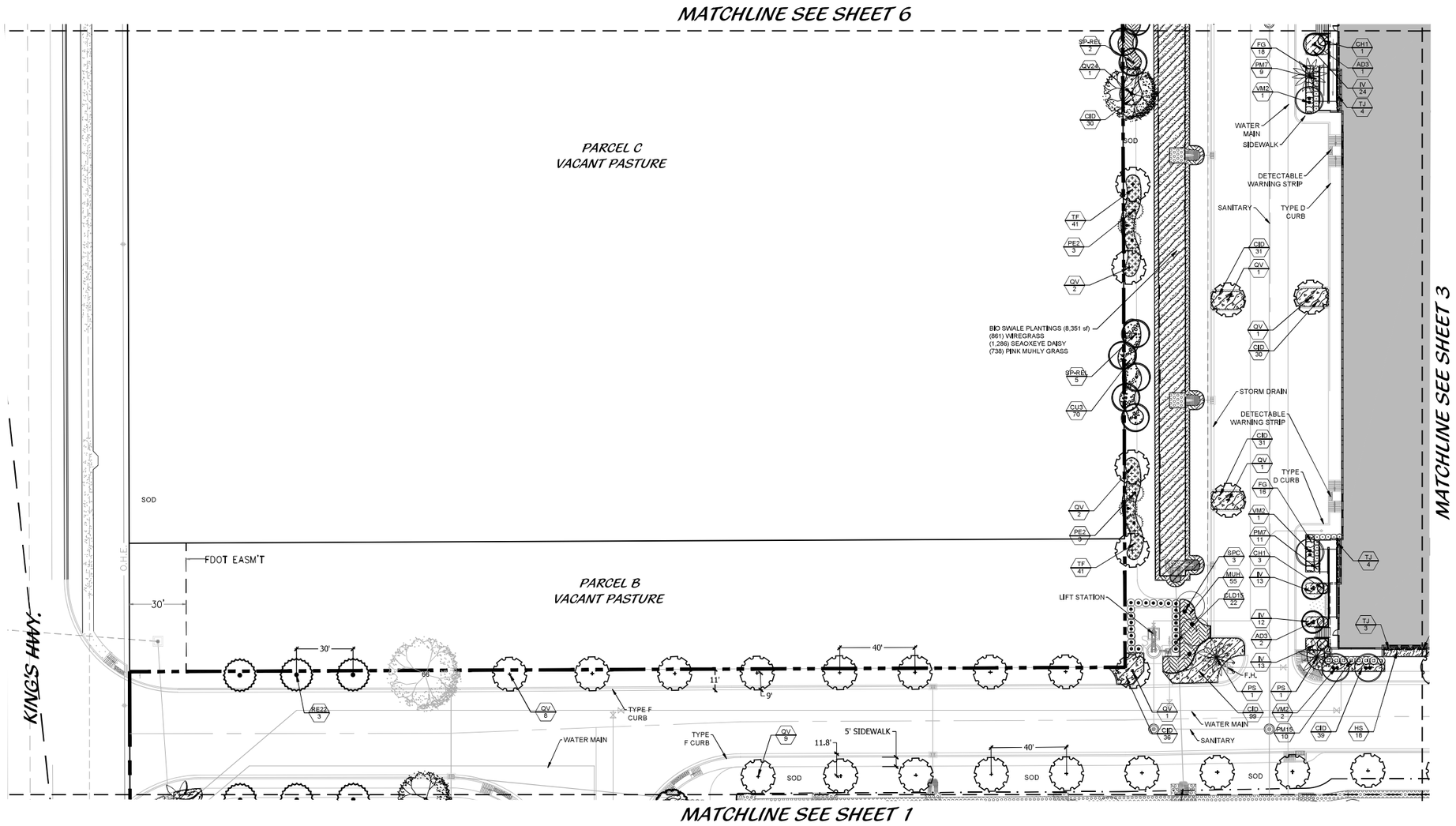
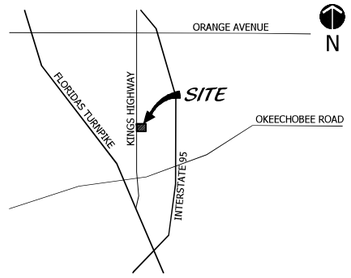
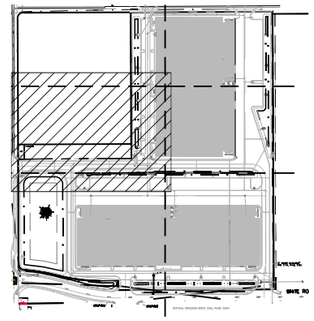


LOCATION MAP



SHEET LAYOUT MAP



Landscape Plan

0' 15' 30' 60' 90' 120'

Scale: 1" = 30'-0"

North

48 HOURS BEFORE DIGGING
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Lic# LC-26000535

King's Highway Commerce Center
Landscape Plan
City of Fort Pierce, Florida

REGISTERED LANDSCAPE ARCHITECT
DONALDSON E. HEARING
LA 0000943
STATE OF FLORIDA

DESIGNED	DEH
DRAWN	AGB
APPROVED	DEH
JOB NUMBER	21-0130
DATE	07-28-22
REVISIONS	10-07-22
	11/10/23
	04-15-24

April 15, 2024 1:24:49 p.m.
Drawing: 21-1001 LP.DWG

SHEET 4 OF 7

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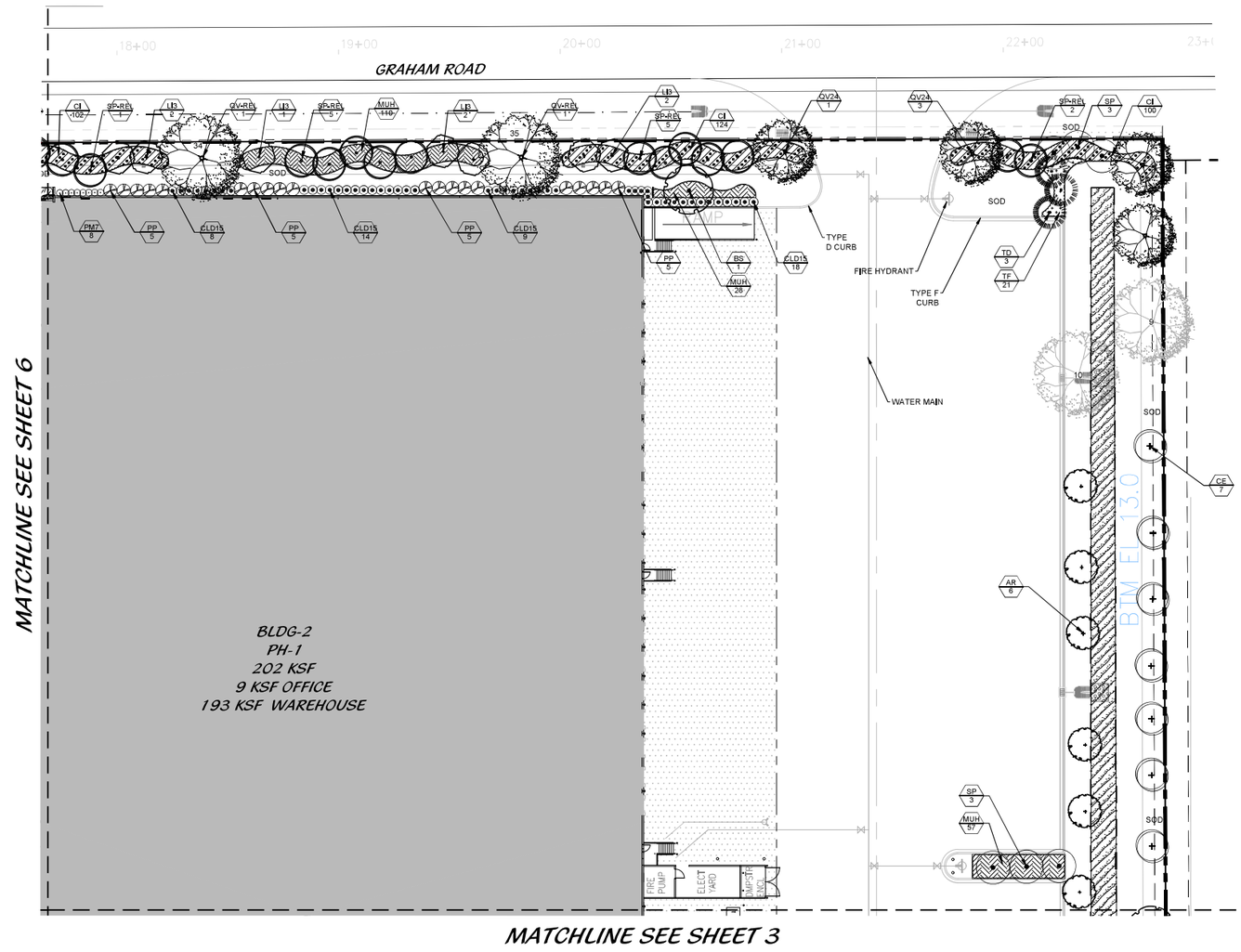
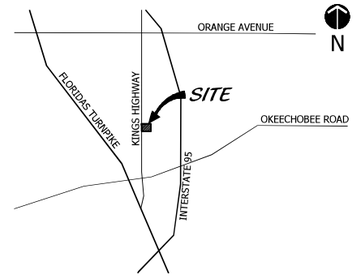
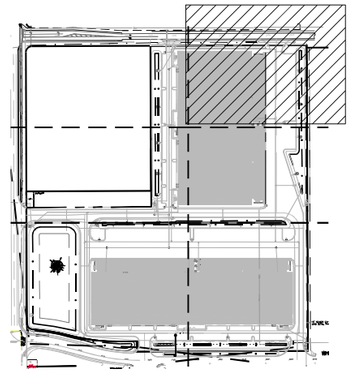


LOCATION MAP



SHEET LAYOUT MAP



Landscape Plan

0' 15' 30' 60' 90' 120'

Scale: 1" = 30'-0"

North

48 HOURS BEFORE DIGGING
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

King's Highway Commerce Center
Landscape Plan
City of Fort Pierce, Florida

REGISTERED LANDSCAPE ARCHITECT
THOMAS E. HEARING
LA 0000943
STATE OF FLORIDA

DESIGNED	DEH
DRAWN	AGB
APPROVED	DEH
JOB NUMBER	21-0130
DATE	07-28-22
REVISIONS	10-07-22
	11/10/23
	04-15-24

April 15, 2024 1:24:49 p.m.
Drawing: 21-1001 LP.DWG

SHEET 5 OF 7

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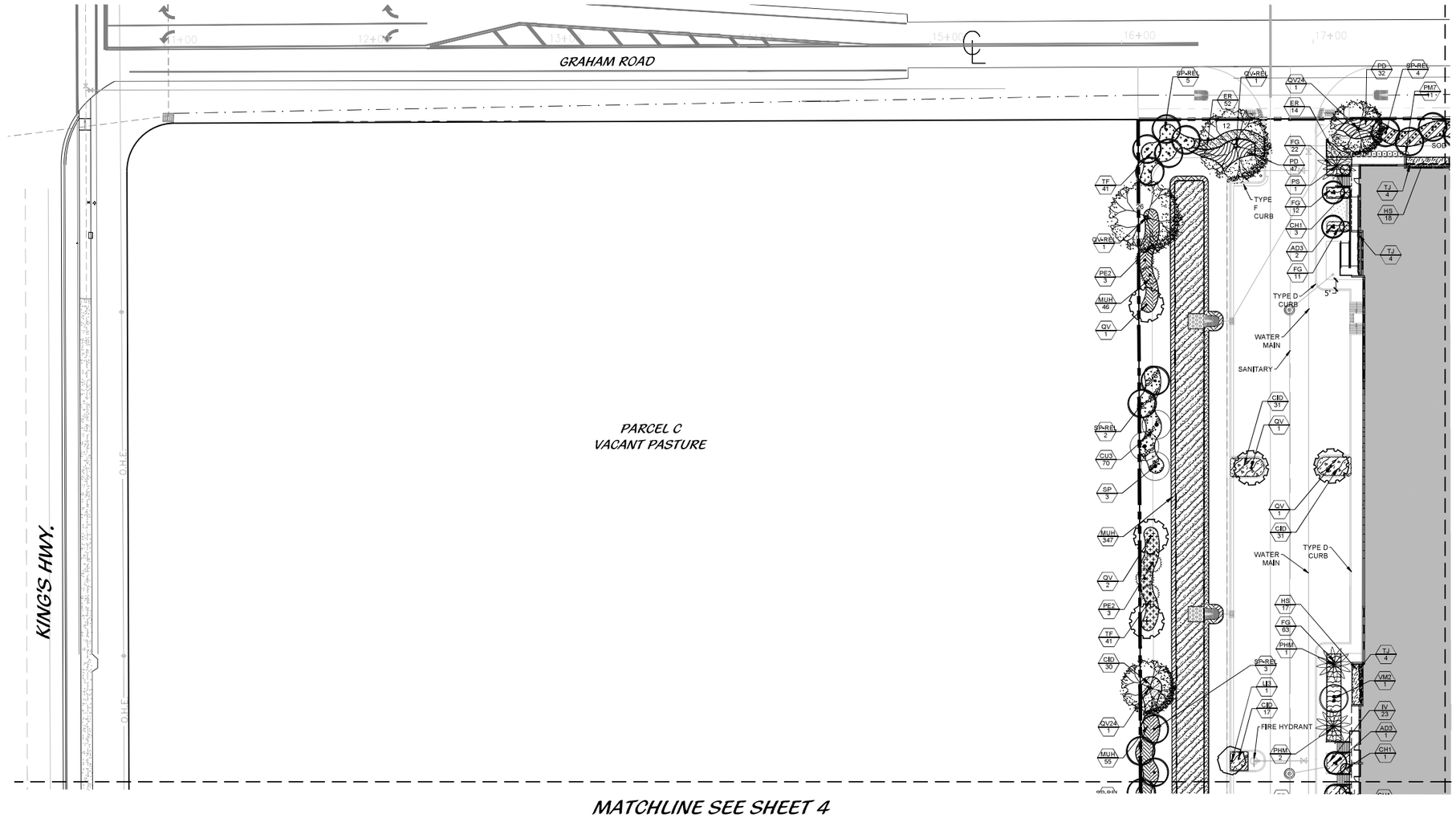
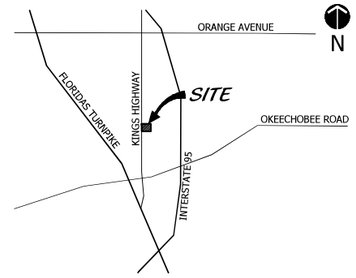


LOCATION MAP



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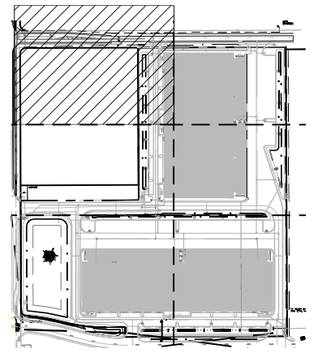

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REGISTERED LANDSCAPE ARCHITECT
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SHEET 6 OF 7

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LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY FLORIDA GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE TOWN OF JUPITER LAND DEVELOPMENT REGULATIONS. THE TOWN OF JUPITER LANDSCAPE CODE (LDRs) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF TOWN OF JUPITER, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO SECTION 27-1262(a)(9)(c) OF THE TOWN OF JUPITER CODE.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB.

ALL SOD SHALL BE STENOTAPHRUM SECONDATUS FLORITAM-PALMETTO (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET. TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

19.5' 'BIO BARRIER' ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6') FEET OF PUBLIC CURBS, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF JUPITER. THE IRRIGATION WATER SOURCE SHALL BE WELL WATER FOR COMMON AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN DIVISION IV. VEGETATION REMOVAL REQUIREMENTS IN THE TOWN OF JUPITER CODE PRIOR TO THE ISSUANCE OF A C.O.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 90" TO 45" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITEC TO BE UNSUITABLE FOR PLANTING, IE, ROAD BASE, PAVEMENT, ETC. REPLACEMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED, ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL.	1/3 LB.	3
7-15 GAL.	1/2 LB.	6
1"-6" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS, PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK WITH STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTERPLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

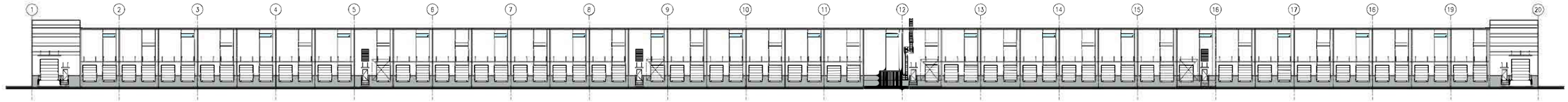
ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

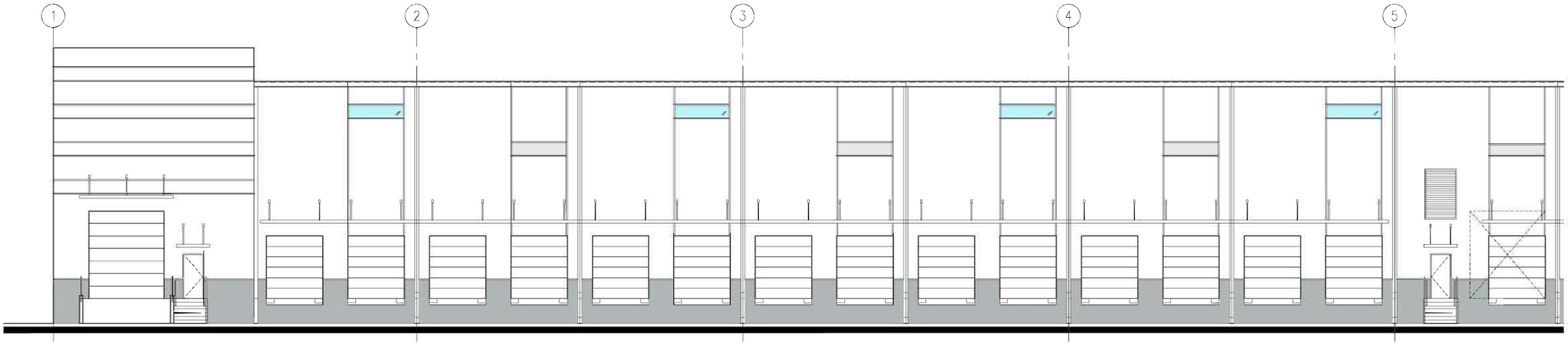
LANDSCAPE WARRANTY

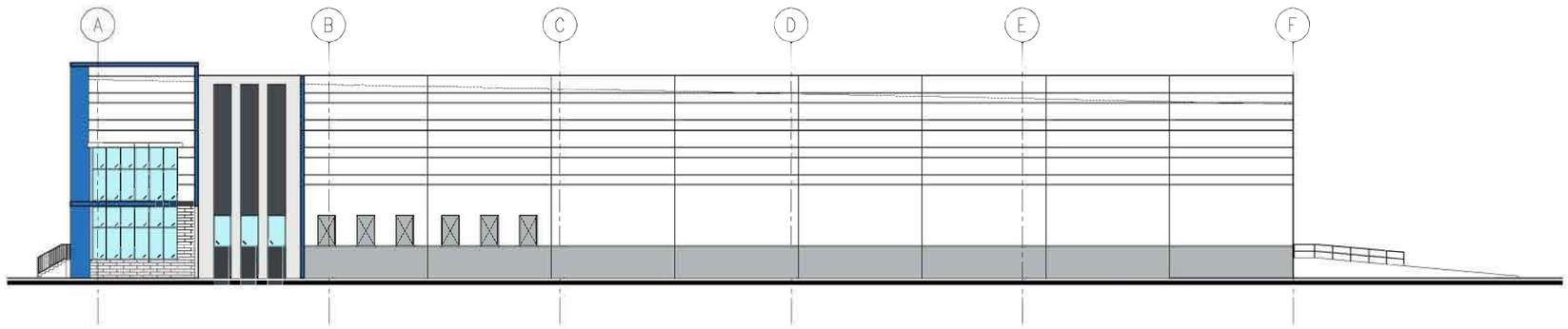
THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	LOW MAINT	REMARKS
TREES									
AR	24	ACER RUBRUM	RED MAPLE	25 GAL	2.5" CAL. MIN.	12` O.A.X 5` SPRD	Y	Y	FULL CANOPY, 5` C.T. MIN.
BS	38	BURSERA SIMARUBA	GUMBO LIMBO	FIELD GROWN	3"CAL	14` HT, 6` - 8` SPRD	Y		FULL CANOPY
CE	18	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	30 GAL, OR F.G.	2.5" CAL	12` O.A.	Y		FULL CANOPY
LI3	8	LAGERSTROEMIA INDICA `MUSKOGEE`	CRAPE MYRTLE	65 GAL. MIN.	2.5" CAL.	12` O.A.X 5` SPRD	N	N	FULL & THICK CANOPY, FLORIDA FANCY, 5` C.T.
LJ65	2	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	65 GAL	3 TRK MIN., 1"-2" CAL. EA.	8` HT, 8` SPRD.	N		FULL CANOPY, 4` CT., MULTI-TRUNK, FF
MDD	2	MAGNOLIA GRANDIFLORA `D.D. BLANCHARD`	SOUTHERN MAGNOLIA	100 GAL	5" CAL	18`-20` O.A.	Y		FULL CANOPY, SOUTH GROWN, MATCHING,FF
PE2	15	PINUS ELLIOTTII `DENSA`	SLASH PINE	FIELD GROWN	3"-4" CAL	30-42` OA	Y		FULL CANOPY; PLANTED IN PRESERVE
PP	35	POLYALTHIA LONGIFOLIA PENDULA	INDIAN MAST TREE	45 GAL	2.5" CAL. MIN.	12`-14` HT.	N		FULL & THICK, MATCHED
QV	77	QUERCUS VIRGINIANA	LIVE OAK	30 GAL, OR F.G.	2.5" CAL. MIN.	12` HT, X 5` SPRD.	Y		FULL CANOPY, 4` CT MIN.
QV-REL	13	QUERCUS VIRGINIANA `CATHEDRAL`	CATHEDRAL LIVE OAK	RELOCATED	RELOCATED	RELOCATED	Y	Y	RELOCATED FROM ON SITE
QV24	12	QUERCUS VIRGINIANA `CATHEDRAL` ~	CATHEDRAL LIVE OAK	FIELD GROWN	6"-8" CAL.	25` X 25`	Y	Y	SINGLE, STRAIGHT TRUNK, FULL CANOPY, SYMMETRICAL, 6` CT MIN.
TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	45 GAL	2.5"-3" CAL	10`-12` HT X 4`-6` SPRD	Y		FULL CANOPY, FL #1 OR BETTER
PALM TREES									
CH1	8	CHAMAEROPS HUMILIS ~	EUROPEAN FAN PALM	FIELD GROWN	N.A.	5`-6` O.A.		N	3 STEMS MIN., 2` STEM FOOTAGE PER TRUNK; LIMB UP 2`, FULL & THICK, MATCHED.
LN	4	LIVISTONA NITIDA	NITIDA PALM	FIELD GROWN	N.A.	14`-16` OA			FULL CANOPY, DIAMOND CUT, FLORIDA FANCY,
PHM	7	PHOENIX DACTYLIFERA `MEDJOOL`	MEDJOOL DATE PALM	FIELD GROWN	N.A.	10`-12` WD.	N		STRAIGHT TRUNK, FULL CANOPY, DIAMOND CUT. HT.
PS	5	PHOENIX SYLVESTRIS	SYLVESTER DATE PALM	FG	N/A	10` C.T.	N		FLORIDA FANCY, HEAVY CALIPER, MATCHED, DIAMOND CUT TRUNK
RE22	23	ROYSTONEA REGIA	ROYAL PALM	FG	N/A	22` C.T.	Y		FULL HEAD, HEAVY CALIPER, FLORIDA #1 OR BETTER
SPC	35	SABAL PALMETTO	CABBAGE PALM	FIELD GROWN	N.A.	14`, 18`, 22` CT., STGG.			SLICK, CURVED TRUNK, STAGGER HEIGHTS IN CLUSTERS
SP	39	SABAL PALMETTO	CABBAGE PALM	N.A.	N.A.	14`, 18`, 22` STGG.	Y		SLICK, STRAIGHT TRUNKS, STAGGER HEIGHTS.
SP-REL	60	SABAL PALMETTO	CABBAGE PALM	N.A.	N.A.	RELOCATED	Y		RELOCATED FROM ON SITE
AD3	12	VEITCHIA MERRILLII-ADONIDIA	TRIPLE CHRISTMAS PALM	FIELD GROWN	N.A.	12`-14` HT.	N	N	FULL CANOPY, TRIPLE TRUNK
VM2	13	VEITCHIA MONTGOMERYANA	DOUBLE MONTGOMERY PALM	FIELD GROWN	N.A.	14`-16` OA			FULL CANOPY, DOUBLE TRUNK
SIGNATURE PALM									
XP	3	X BUTIAGRUS NABONNANDII	MULE PALM	FG		8` CT.			MATCHING
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	LOW MAINT	REMARKS
SHRUBS									
AGG	2	AGAVE AMERICANA `GAINESVILLE BLUE`	GAINESVILLE BLUE AGAVE	30 GAL	4`-5` O.A. X 3`-4` SPRD.	A.S.	N		FULL & THICK
CTR	140	CHRYSOBALANUS ICACO `RED TIP`	RED TIP COCOPLUM	7 GAL	3` X 3`	3` O.C.	Y		FULL
CLD15	130	CLUSIA GUTTIFERA	CLUSIA	15 GAL	6` HT, X 3` SPRD.	3` O.C.	N		FULL & THICK
PM7	93	PODOCARPUS MAKII	PODOCARPUS	7 GAL	3` X 2`	2` O.C.	N		FULL & THICK
PM15	35	PODOCARPUS MAKII~	PODOCARPUS	15 GAL	5` O.A., 2` SPRD	2` O.C.	N		FULL & THICK
PM30	8	PODOCARPUS MAKII~	PODOCARPUS	30 GAL	6` X 3`	3` O.C.	N	N	FULL & THICK, SHRUB FORM
TJ	48	TRACHELOSPERMUM JASMINOIDES	JASMINE VINE	25 GAL	10-12` O.A.	A.S.			CLIMBING
GROUND COVERS									
CI	698	CHRYSOBALANUS ICACO	COCOPLUM	3 GAL	18" X18"	30" O.C.	Y		FULL & THICK
CID	724	CHRYSOBALANUS ICACO `HORIZONTAL`	DWARF COCOPLUM	3 GAL	12" X 12"	24" O.C.	Y		FULL & THICK, NOT STRETCHED, FF
CU3	306	COCCOLOBA UVIFERA	SEA GRAPE	3 GAL	24" X 24"	24" O.C.	Y		FULL & THICK
CF	78	CODIAEUM VARIEGATUM `FANTASY`	FANTASY CROTON	1 GAL	18" X 12"	24" OC	N		
ER	66	EUPHORBIA MILLII `ROSY`	CROWN OF THORNS	3 GAL	12" X 12"	24" OC	N		FULL AND THICK
FG	276	FICUS MACROPHYLLA `GREEN ISLAND`	GREEN ISLAND FICUS	3 GAL	15" X 15"	24" O.C.	N		FULL & THICK
HS	120	HIBISCUS `SEMINOLE PINK`	SEMINOLE PINK HIBISCUS	7 GAL	24" X 24"	2.5" O.C.	N		FULL & THICK
IV	124	ILEX VOMITORIA `SHILLINGS DWARF`	DWARF YAUPON HOLLY	3 GAL	15" X 15"	24" O.C.	Y		FULL & THICK
MUH	1,074	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL	24" X 24"	30" O.C.	Y		FULL &THICK
PD	94	PODOCARPUS MACROPHYLLUS `DWARF PRINGLES` ~	DWARF PODOCARPUS	3 GAL	15" X 15"	18" O.C.			FULL & THICK
RL	209	RONDELETIA LEUCOPHYLLA	PANAMA ROSE	3 GAL	18" X 18"	24" O.C.	N		FULL & THICK
TF	653	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS	3 GAL	24" X 24"	2.5` O.C.	Y		FULL & THICK
	3,774 SF	LITTORAL PLANTING							
EP	209	ELEOCHARIS PALUSTRIS	GREAT SPIKE RUSH	1 GAL	6" X 6"	3` OC	N		FULL & THICK
PC	148	PONTEDERIA CORDATA	PICKEREL WEED	1 GAL	6" HT	3` OC	Y		FULL & THICK
TG	145	THALIA GENICULATA	FIRE FLAG	1 GAL	6" HT	3` OC	Y		FULL & THICK
	22,311 SF	BIO SWALE PLANTINGS							
WIR	2,300	ARISTADA STRICTA BEYRICHIANA	WIREGRASS	1 GAL	12" X 6"	18" O.C.			FULL
BA2	3,436	BORRICHIA ARBORESCENS	SEAOXEYE DAISY	1 GAL	6" X 6"	18" OC	Y		FULL
MUH2	1,972	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL	24" X 24"	24" O.C.	Y		FULL &THICK
	3,774 SF	LITTORAL PLANTING							
EP	209	ELEOCHARIS PALUSTRIS	GREAT SPIKE RUSH	1 GAL	6" X 6"	3` OC	N		FULL & THICK
PC	148	PONTEDERIA CORDATA	PICKEREL WEED	1 GAL	6" HT	3` OC	Y		FULL & THICK
TG	145







0' 8' 16'

SCALE:1/16"=16'

K·I·N·G·S H·I·G·H·W·A·Y

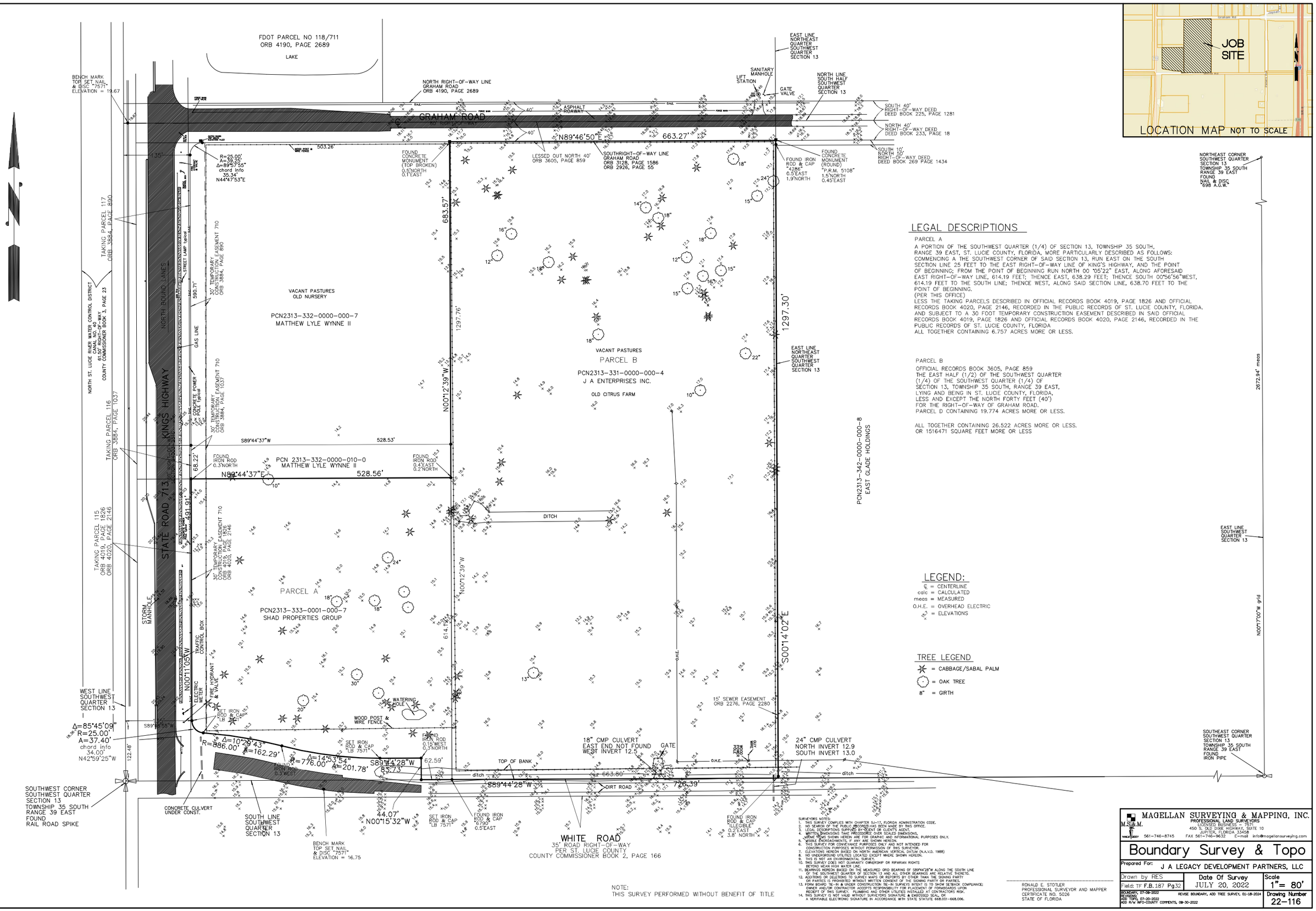
JANUARY 10, 2022

FT. PIERCE, FLORIDA

21384

ARCHITECTURE


LINCOLN BROWN ILLUSTRATION



LEGAL DESCRIPTIONS

PARCEL A

A PORTION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING A THE SOUTHWEST CORNER OF SAID SECTION 13, RUN EAST ON THE SOUTH SECTION LINE 25 FEET TO THE EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY, AND THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN NORTH 00 °05'22" EAST, ALONG AFORESAID EAST RIGHT-OF-WAY LINE, 614.19 FEET; THENCE EAST, 638.29 FEET; THENCE SOUTH 00°56'56"WEST, 614.19 FEET TO THE SOUTH LINE; THENCE WEST, ALONG SAID SECTION LINE, 638.70 FEET TO THE POINT OF BEGINNING.
(PER THIS OFFICE)
LESS THE TAKING PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 4019, PAGE 1826 AND OFFICIAL RECORDS BOOK 4020, PAGE 2146, RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
AND SUBJECT TO A 30 FOOT TEMPORARY CONSTRUCTION EASEMENT DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4019, PAGE 1826 AND OFFICIAL RECORDS BOOK 4020, PAGE 2146, RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
ALL TOGETHER CONTAINING 6.757 ACRES MORE OR LESS.

PARCEL B

OFFICIAL RECORDS BOOK 3605, PAGE 859
THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH FORTY FEET (40') FOR THE RIGHT-OF-WAY OF GRAHAM ROAD.
PARCEL D CONTAINING 19.774 ACRES MORE OR LESS.

ALL TOGETHER CONTAINING 26.522 ACRES MORE OR LESS.
OR 1516471 SQUARE FEET MORE OR LESS

SURVEYORS NOTES:
1. THIS SURVEY COMPLIES WITH CHAPTER 5J-17, FLORIDA ADMINISTRATION CODE.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. LEGAL DESCRIPTIONS SUPPLIED BY CLIENT OR CLIENTS AGENT.
4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS, SOME ITEMS SHOWN HEREON ARE FOR GRAPHIC AND INFORMATIONAL PURPOSES ONLY.
5. VISIBLE ENCROACHMENTS, IF ANY ARE SHOWN HEREON.
6. THIS SURVEY FOR CONVEYANCE PURPOSES ONLY AND NOT INTENDED FOR CONSTRUCTION PURPOSES WITHOUT PERMISSION OF THIS SURVEYOR.
7. ELEVATIONS HEREON BASED ON NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988)
8. NO UNDERGROUND UTILITIES LOCATED EXCEPT WHERE SHOWN HEREON.
9. NO TITLE WORK PERFORMED BY SURVEYOR.
10. THIS SURVEY DOES NOT ADDRESS OWNERSHIP OR RIPARIAN RIGHTS BEYOND MEAN HIGH WATER LINE.
11. BEARINGS HEREON BASED ON THE MEASURED GRID BEARING OF S89°44'28"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 13 AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. FIRM BEARS TIE-IN & UNDER CONSTRUCTION TIE-IN SURVEYS INTENT IS TO SHOW SETBACK COMPLIANCE; OWNER AND/OR CONTRACTOR ACCEPTS RESPONSIBILITY FOR PLACEMENT OF FORWARDING UPON RECEIPT OF THIS SURVEY. PLUMBING AND OTHER UTILITIES INSTALLED AT CONTRACTORS RISK.
14. THIS SURVEY IS NOT VALID WITHOUT SURVEYORS SIGNATURE & EMBOSSED SEAL, OR A VERIFIABLE ELECTRONIC SIGNATURE IN ACCORDANCE WITH STATE STATUTE 668.001-668.006.

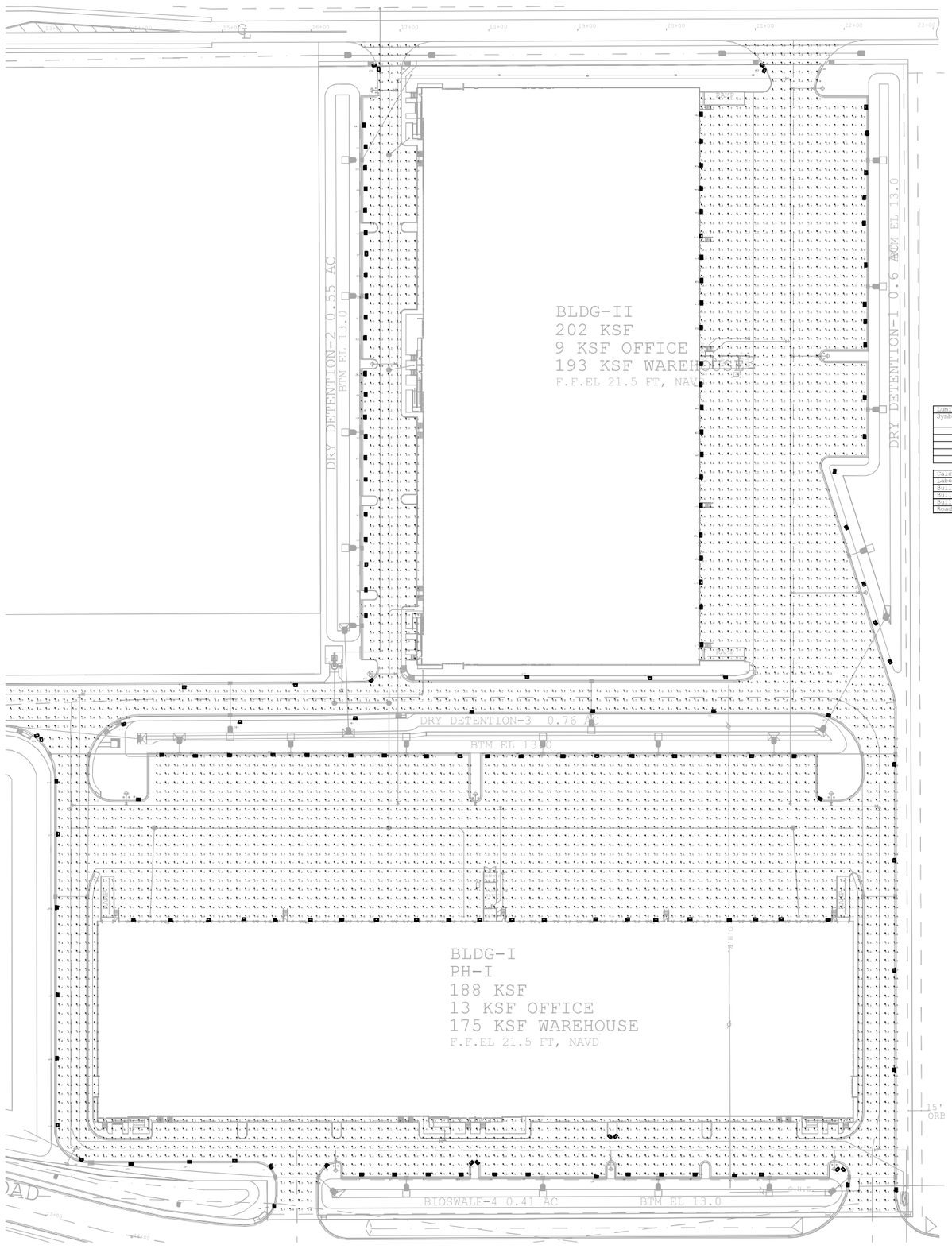
RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

MAGELLAN SURVEYING & MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #7511
450 S. OLD DIXIE HIGHWAY, SUITE 10
JUPITER, FLORIDA 33458
561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com

Boundary Survey & Topo

Prepared For: J A LEGACY DEVELOPMENT PARTNERS, LLC

Drawn by RES	Date Of Survey JULY 20, 2022	Scale 1"= 80'
Field: TF F.B.187 Pg.32		
BOUNDARY, 07-09-2022 REVISIONS: ADD TOPO, 07-20-2022 ADD R/W INFO-COUNTY COMMENTS, 09-30-2022	REVISE BOUNDARY, ADD TREE SURVEY, 01-18-2024	Drawing Number 22-116



1 PHOTOMETRIC PLAN
SCALE: 1/64" = 1'-0"

ELECTRICAL SHEET INDEX

E0.1	PHOTOMETRIC PLAN
E0.2A	ENLARGED PHOTOMETRIC PLAN - BUILDING 2
E0.3A	ENLARGED PHOTOMETRIC PLAN - BUILDING 1
E0.3B	ENLARGED PHOTOMETRIC PLAN - BUILDING 1
E0.4A	ENLARGED PHOTOMETRIC PLAN - ROADWAY
E0.4B	ENLARGED PHOTOMETRIC PLAN - ROADWAY
E1.1	DATA SHEETS AND DETAILS

PHOTOMETRIC NOTES

1. SEE SHEETS E0.2A THROUGH E0.4B FOR ENLARGED PHOTOMETRIC VIEWS.

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	Mounting Height
	35	GWC-SA2E-527-U-T4FT	Single	GWC-SA2E-527-U-T4FT	MP2	1.000	11975	128	4480	18
	28	GLEON-SA1B-527-U-SL3	Single	GLEON-SA1B-527-U-SL3	SP3	1.000	16947	171	4788	25
	6	GLEON-SA1B-527-U-T4FT_1	2 @ 90 degrees	GLEON-SA1B-527-U-T4FT	SP2	1.000	13902	129	1548	25
	5	GWC-SA2E-527-U-T4FT	Single	GWC-SA2E-527-U-T4FT	MP1	1.000	8820	85	680	18
	77	GLEON-SA1B-527-U-T4FT	Single	GLEON-SA1B-527-U-T4FT	SP1	1.000	13902	129	9933	25

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Building 1	Illuminance	Fc	3.09	9.9	0.9	3.43	11.00
Building 2 East	Illuminance	Fc	3.24	10.9	0.7	4.63	15.57
Building 2 West	Illuminance	Fc	4.69	9.6	1.3	3.76	7.38
Roadway	Illuminance	Fc	3.72	9.7	0.6	6.20	16.17

LEGACY
DEVELOPMENT PARTNERS

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ENGINEERS
JUPITER | ORLANDO
561-743-0165 | 407-845-6630
WWW.RGDENGINEERS.COM
2151 ALT A1A #2000, JUPITER, FL 33477
CERT OF AUTH 5454

MEP ENGINEER: RGD CONSULTING ENGINEERS
2151 SOUTH HIGHWAY A1A ALT
SUITE 2000, JUPITER, FL 33477

CLIENT: COTLEUR & HEARING
1934 COMMERCE LANE, SUITE 1,
JUPITER, FL, 33458

DATE 10.16.2023

REVISIONS:

NO.	DESCRIPTION	DATE

KEY PLAN
AREA DESCRIPTION

N

PROJECT ADDRESS:
KING'S HIGHWAY COMMERCE PARK
FORT PIERCE, FLORIDA

PROJECT NAME:
KING'S HIGHWAY
COMMERCE PARK PHASE
I

DATE: 10/16/23

RGD PROJ. NO: 22-1147

SCALE: AS SHOWN

DRAWN:

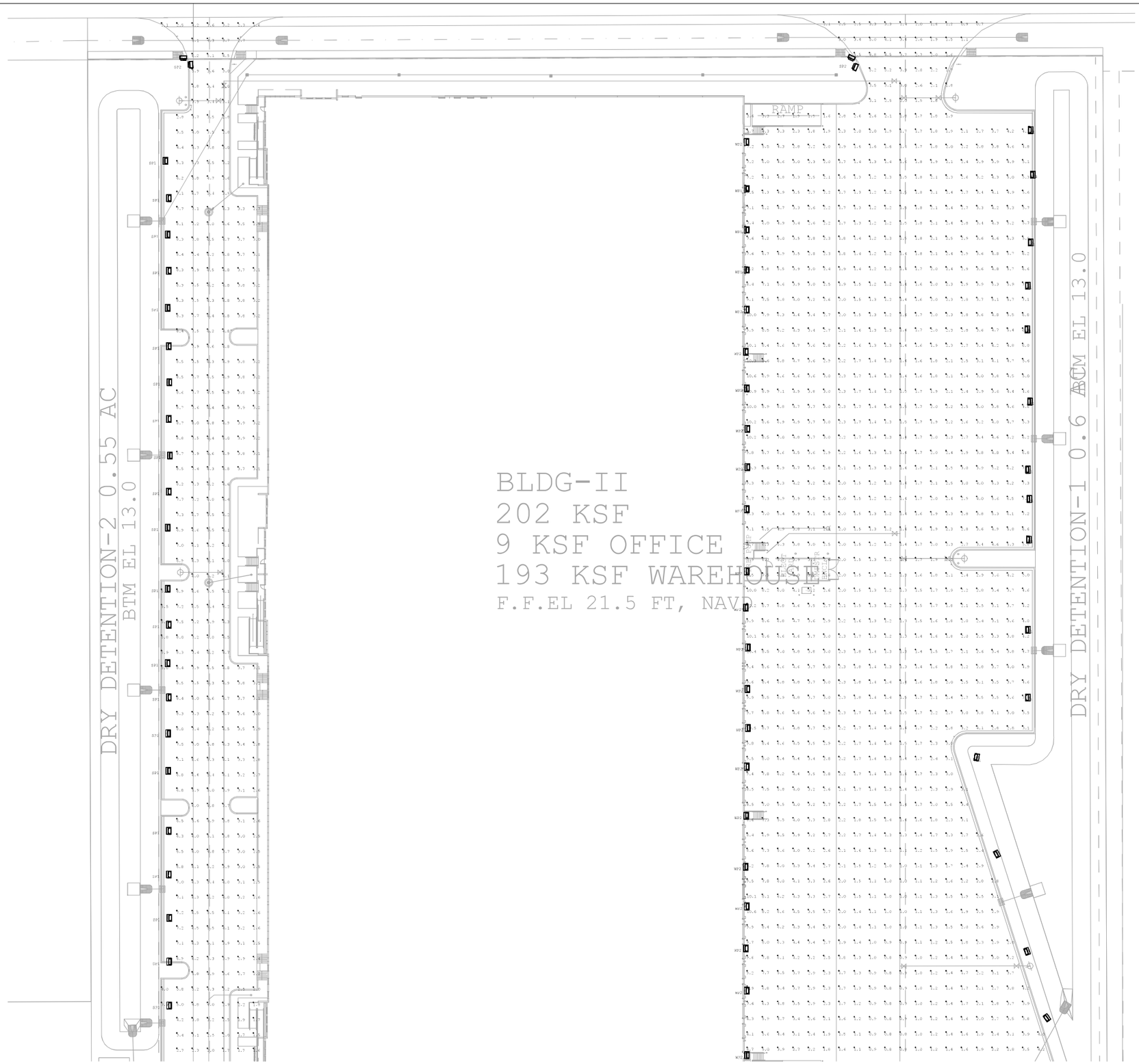
CHECKED:

SHEET NAME:
PHOTOMETRIC PLAN

SHEET NO.
E0.1

PROJECT PHASE:
100% CONSTRUCTION DOCUMENTS

These Drawings are NOT VALID for any purpose which requires the original signature and seal of the engineer unless the original signature and seal are affixed. Drawings not signed and sealed by the engineer shall not be submitted to any authority or used for any purpose where signed and sealed documents are required.



1 ENLARGED PHOTOMETRIC PLAN - BUILDING 2
SCALE: 1/32" = 1'-0"

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FORT PIERCE, FLORIDA

PROJECT NAME:
KING'S HIGHWAY
COMMERCE PARK PHASE
I

DATE: 10/16/23

RGD PROJ. NO: 22-1147

SCALE: AS SHOWN

DRAWN:

CHECKED:

SHEET NAME:

ENLARGED PHOTOMETRIC PLAN - BUILDING 2

SHEET NO. E0.2A

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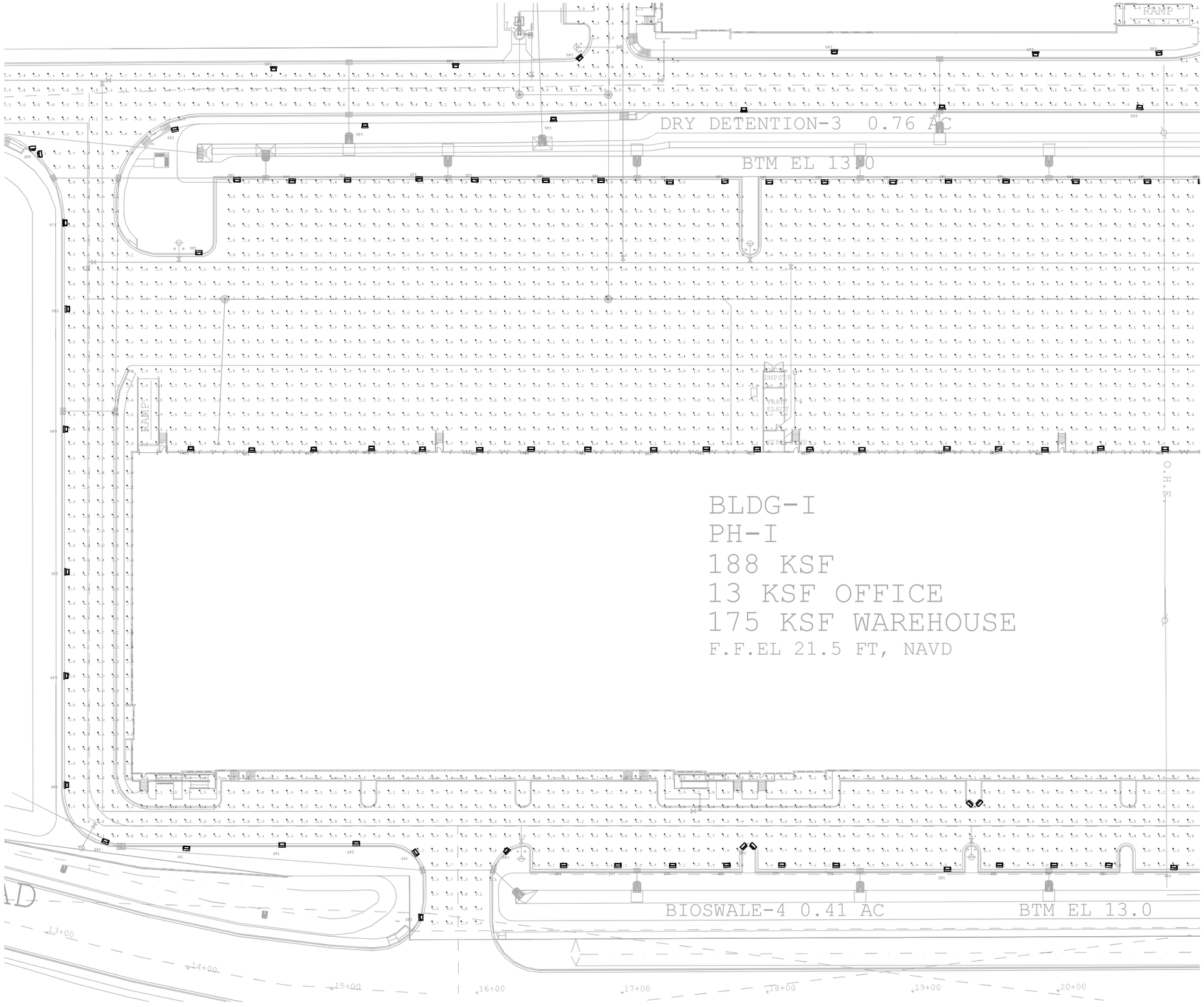

1 ENLARGED PHOTOMETRIC PLAN - BUILDING 1
SCALE: 1/32" = 1'-0"

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DATE 10.16.2023

REVISIONS:

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KING'S HIGHWAY COMMERCE PARK
FORT PIERCE, FLORIDA

PROJECT NAME:
KING'S HIGHWAY
COMMERCE PARK PHASE
I

DATE: 10/16/23

RGD PROJ. NO: 22-1147

SCALE: AS SHOWN

DRAWN:

CHECKED:

SHEET NAME:

ENLARGED PHOTOMETRIC PLAN - BUILDING 1

SHEET NO. E0.3A

PROJECT PHASE:
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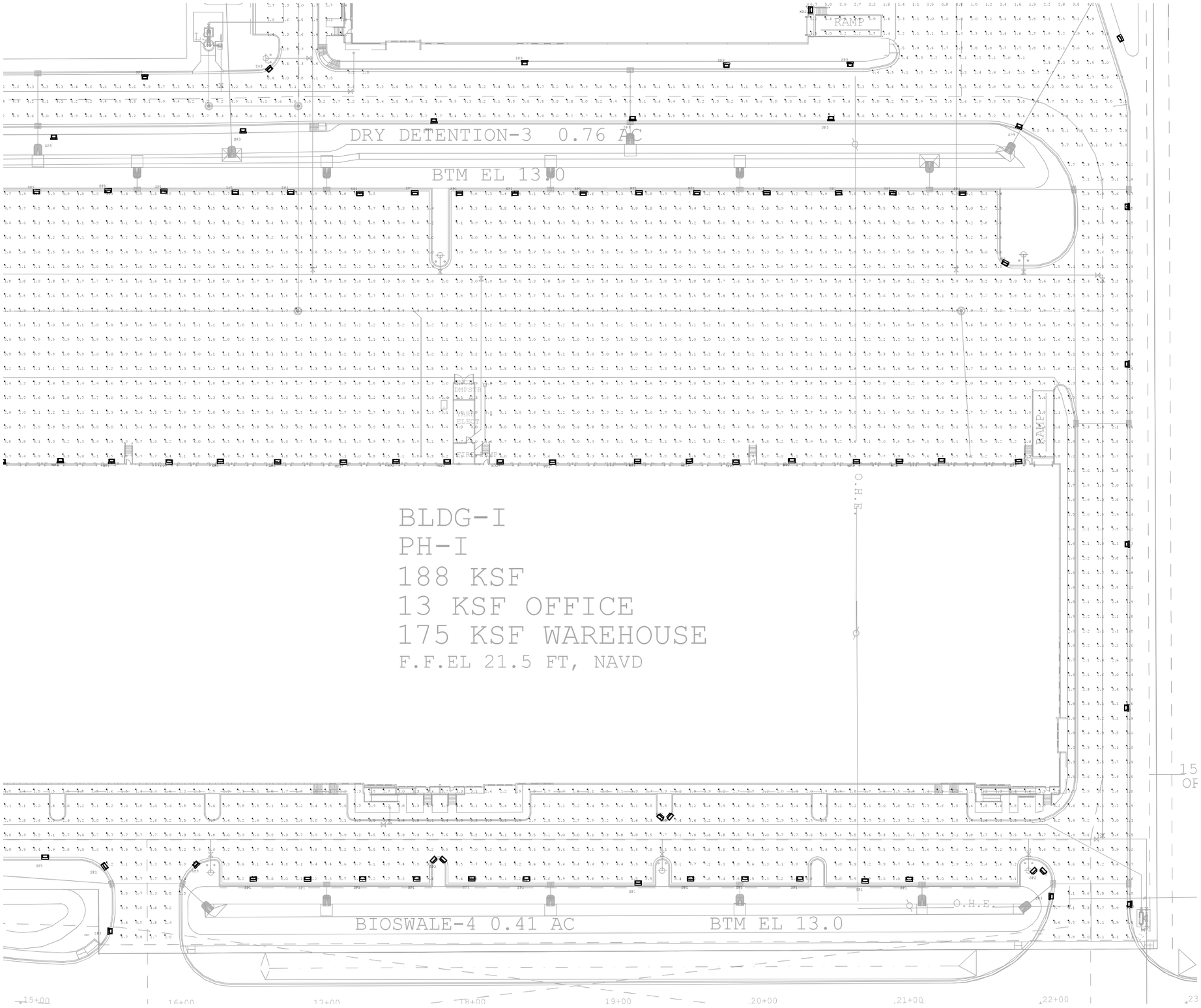

1 ENLARGED PHOTOMETRIC PLAN - BUILDING 1
SCALE: 1/32" = 1'-0"

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PROJECT NAME:
KING'S HIGHWAY
COMMERCE PARK PHASE
I

DATE: 10/16/23

RGD PROJ. NO: 22-1147

SCALE: AS SHOWN

DRAWN:

CHECKED:

SHEET NAME:
ENLARGED PHOTOMETRIC PLAN - BUILDING 1

SHEET NO.
E0.3B

PROJECT PHASE:
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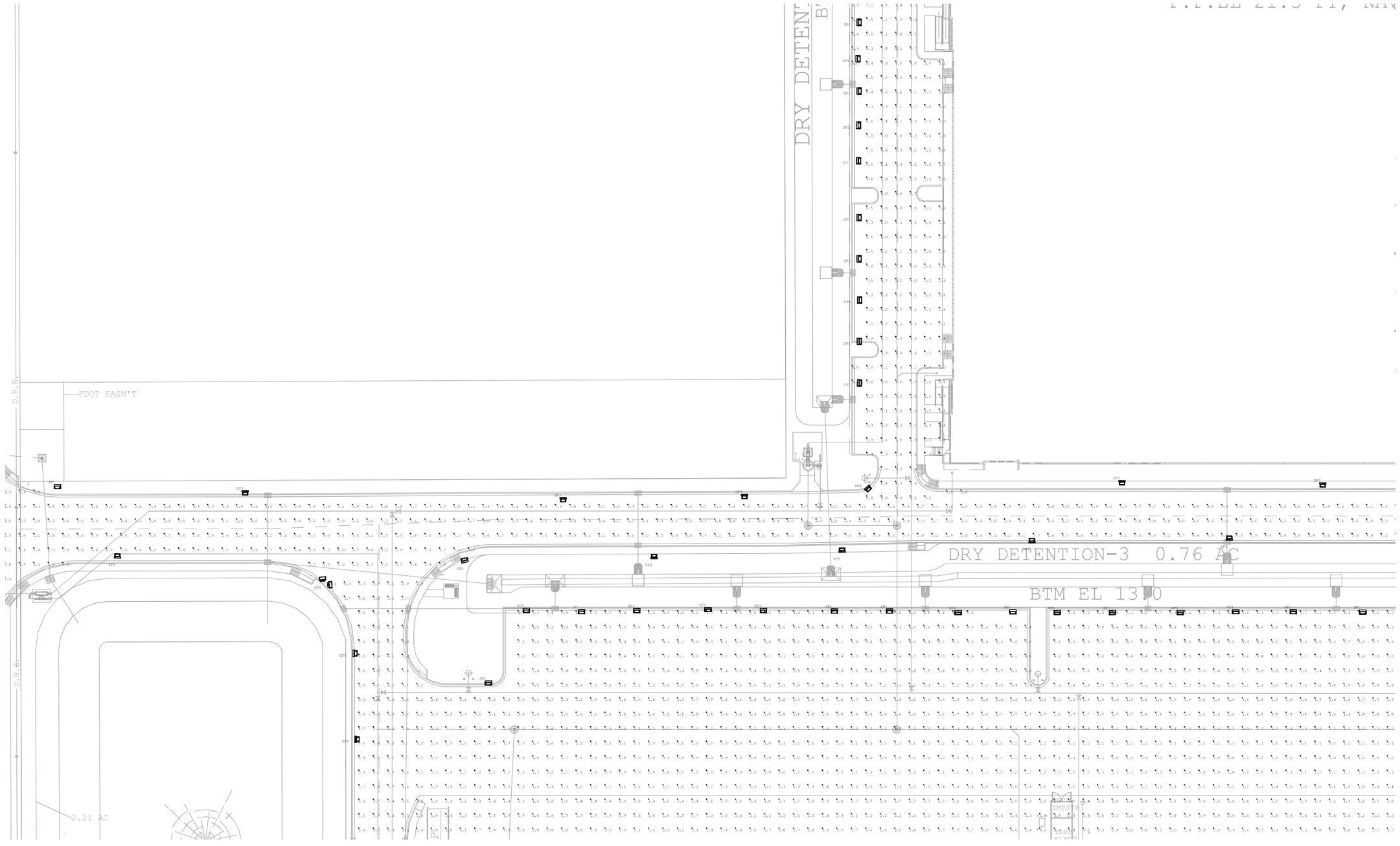

1 ENLARGED PHOTOMETRIC PLAN - ROADWAY

SCALE: 1/32" = 1'-0"

LEGACY DEVELOPMENT PARTNERS

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DATE 10.16.2023

REVISIONS:

NO.	DESCRIPTION	DATE

KEY PLAN
AREA DESCRIPTION

N

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KING'S HIGHWAY COMMERCE PARK
FORT PIERCE, FLORIDA

PROJECT NAME:
KING'S HIGHWAY
COMMERCE PARK PHASE
I

DATE: 10/16/23

RGD PROJ. NO: 22-1147

SCALE: AS SHOWN

DRAWN:

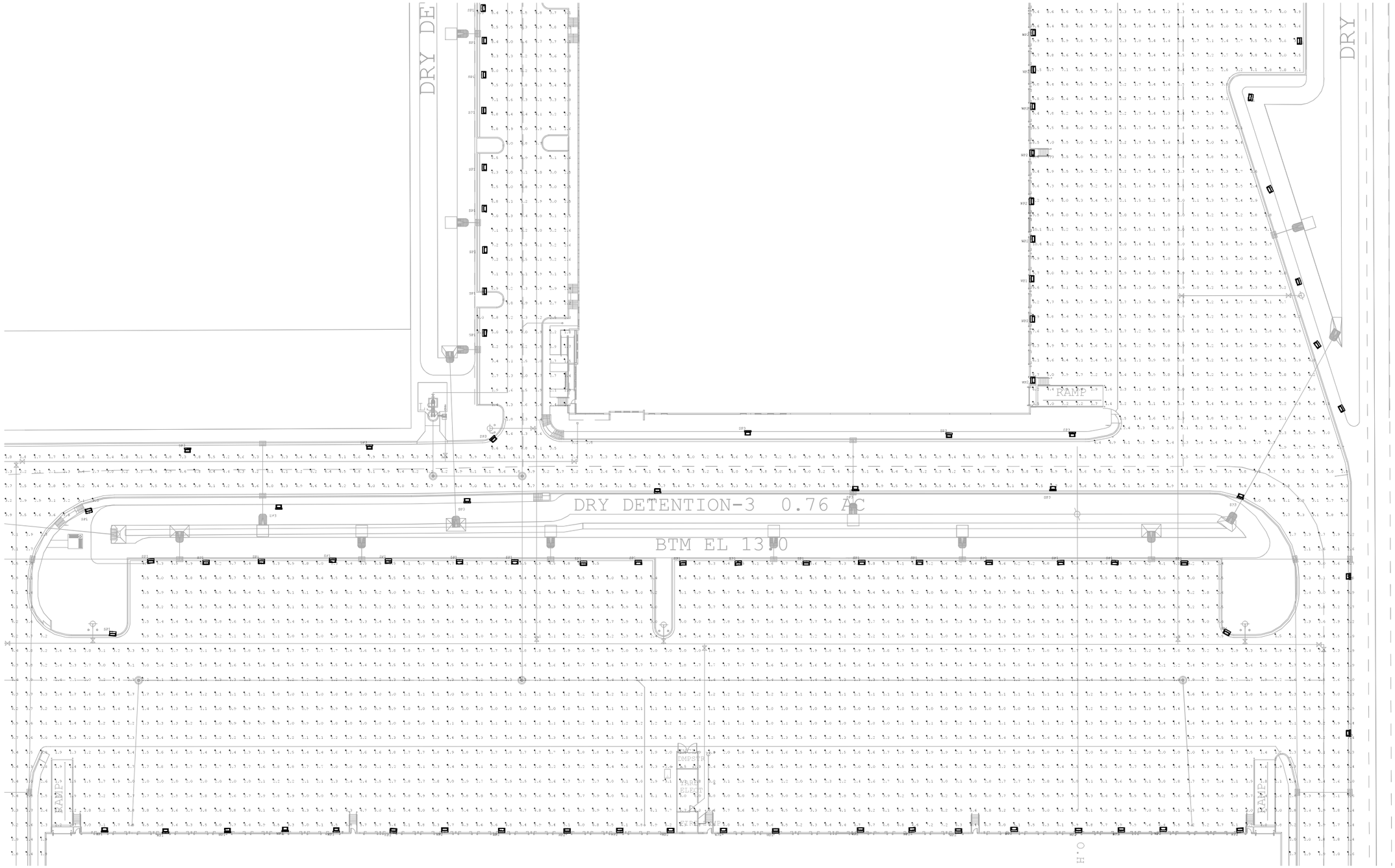
CHECKED:

SHEET NAME:
ENLARGED PHOTOMETRIC PLAN - ROADWAY

SHEET NO. E0.4A

PROJECT PHASE:
100% CONSTRUCTION DOCUMENTS

These Drawings are NOT VALID for any purpose which requires the original signature and seal of the engineer unless the original signature and seal are affixed. Drawings not signed and sealed by the engineer shall not be submitted to any authority or used for any purpose where signed and sealed documents are required.



1 ENLARGED PHOTOMETRIC PLAN - ROADWAY
SCALE: 1/32" = 1'-0"

LEGACY
DEVELOPMENT PARTNERS

RGD
CONSULTING ENGINEERS
JUPITER | ORLANDO
561-743-0165 | 407-845-6630
WWW.RGDENGINEERS.COM
2151 ALT A1A #2000, JUPITER, FL 33477
CERT OF AUTH 5454

MEP ENGINEER: RGD CONSULTING ENGINEERS
2151 SOUTH HIGHWAY A1A ALT
SUITE 2000, JUPITER, FL 33477

CLIENT: COTLEUR & HEARING
1934 COMMERCE LANE, SUITE 1,
JUPITER, FL, 33458

DATE 10.16.2023

REVISIONS:

NO.	DESCRIPTION	DATE

KEY PLAN
AREA DESCRIPTION

N

PROJECT ADDRESS:
KING'S HIGHWAY COMMERCE PARK
FORT PIERCE, FLORIDA

PROJECT NAME:
KING'S HIGHWAY
COMMERCE PARK PHASE
I

DATE: 10/16/23

RGD PROJ. NO: 22-1147

SCALE: AS SHOWN

DRAWN:

CHECKED:

SHEET NAME:
ENLARGED PHOTOMETRIC PLAN - ROADWAY

SHEET NO. E0.4B

PROJECT PHASE:
100% CONSTRUCTION DOCUMENTS

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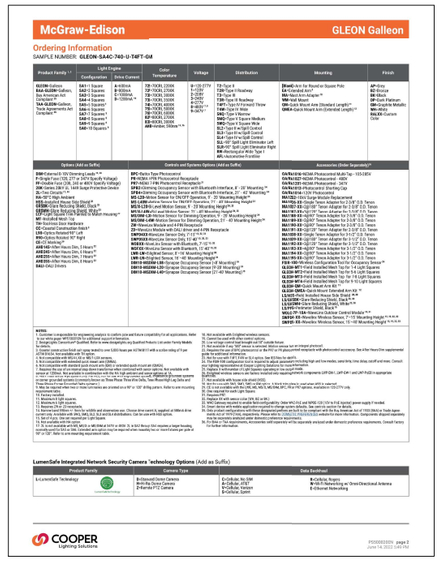
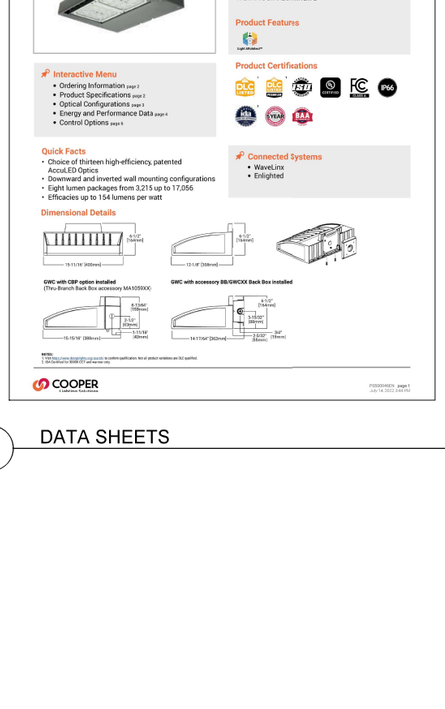
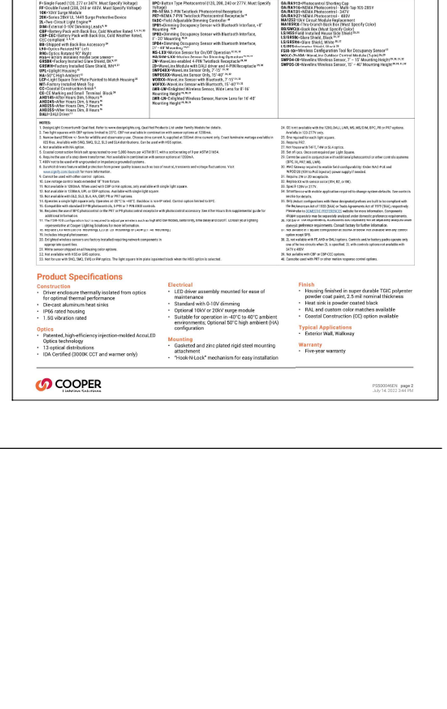
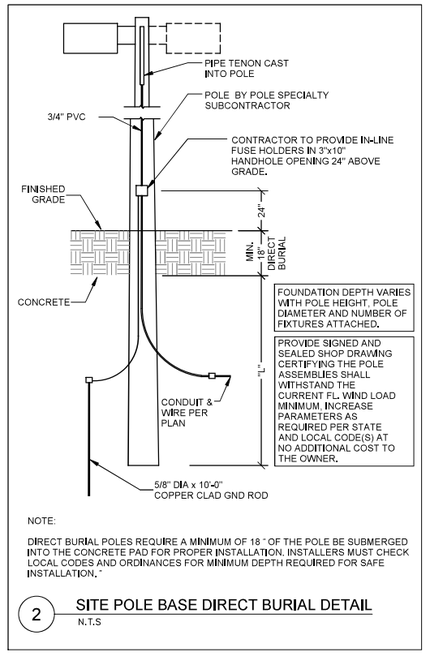






1 DATA SHEETS



NOTE:

DIRECT BURIAL POLES REQUIRE A MINIMUM OF 18 " OF THE POLE BE SUBMERGED INTO THE CONCRETE PAD FOR PROPER INSTALLATION. INSTALLERS MUST CHECK LOCAL CODES AND ORDINANCES FOR MINIMUM DEPTH REQUIRED FOR SAFE INSTALLATION. "

2 SITE POLE BASE DIRECT BURIAL DETAIL
N.T.S

LEGACY DEVELOPMENT PARTNERS

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I

DATE: 10/16/23

RGD PROJ. NO: 22-1147

SCALE: AS SHOWN

DRAWN:

CHECKED:

SHEET NAME:

DATA SHEETS AND DETAILS

SHEET NO. E1.1

PROJECT PHASE:

100% CONSTRUCTION DOCUMENTS

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Stormwater Management Report

For

Kings Highway Commerce Center

Ft. Pierce, Florida

06/30/2023
01/01/24

Prepared By:

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I. Introduction

The site is located on the north side of White Road 0.1 mile east of Kings Hwy and approximately 1 mile north of Okeechobee Rd (SR-70) and consists of 26.53 ac of land. 0.1 ac is to be dedicated to St. Lucie County for the sidewalk on White Road.
See Exhibit-A.

An industrial development including warehouse, distribution, and related offices with ultimate buildout of 390 ksf of buildings and supporting infrastructure is proposed.

The site historical discharge is to North St. Lucie River Water Control District (NSLRWCD) Canal C-40 along the west side of Kings Hwy via 1-24" RCP and then into the Ten Mile Creek and ultimately into the St. Lucie River North Fork which is considered impaired.

The proposed master drainage system consists of a 1.76 ac wet retention/detention and 5 dry detentions totaling 2.44 ac.

The dry detention area shall provide the pre-treatment requirements.

Discharge to C-40 is through a control structure CS-1 located on the NWC of the Lake-1.

The construction of this project shall be split into two phases:

Phase-I includes the master drainage system, the main drive, & access to Kings Hwy along w/ 2 driveways onto White Rd.

Phase-II includes Building-II along w/ 2 driveways onto Graham Road.

Off-site improvements include a right turn lane on Kings Hwy for the main access.

Section 13, Township 35S, Range 39E, City of Fort Pierce, St. Lucie County, Florida

II. Site Data

Item	Total (ac)	Phase-I (ac)	Phase-II (ac)
Parcel Area	26.53	15.97	10.56
R/W Dedication	0.10		
Project Area	26.43		
Bldg	8.95	4.31	4.64
Pavt/SW	10.82	6.95	3.87
Lake	1.76	1.76	0
Impervious Total	21.53	13.02	8.51
% Impervious	81.5%		
Pervious*	5.0	2.95	2.05
Dry Detentions	2.44	1.35	1.09
Pervious w/o dry det	2.56	1.6	0.96
Impervious w/o lakes	19.77	11.27	8.51

*Includes Dry Detentions

S = 6.8" (Depressional) x (1-0.815) x 0.75 = 0.94 in
CN = 91.4

III. Off-site Discharge

There is off-site discharge. This project has Kings Hwy to the west, Graham Road to the north, Peter's Road to the east & White Rd to the south. There is an agricultural parcel to the east that discharges to a ditch along White Road and to C-37 on the east side of Peters Rd.

IV. Wetlands

There are no wetlands on this property**.** As per an aerial photograph of the site, the entire site was utilized for agricultural use.

V. Water Table

Per soil report, the average water table in 09/02/2022 was 10.9 FT, NAVD.
The control elevation in the NSLRWCD C-40 is 8.5 FT, NAVD in wet season & 11.5 in dry season.
HWT of 12.0 FT, NAVD is assumed for this project.

VI. Design Criteria

Water Quality
Bleeder el is set @ 13.0 to provide 1' of wet retention in the lakes.
Weir el is set @ 14.7 to provide 1.7' of wet detention.
Impaired outfall waters require add'l 50% water quality.
Required water quality is the greater of below in wet detention x 1.5:

a. 2.5" wet detention over impervious area.
b. 1.25" wet retention over impervious area.
c. 1" wet detention over the entire project area.

V req wet det =2.5"A/12(A-lake-Bldg-pervious area)/(A-lake-Bldg)
(2.5"x26.43)(26.43-1.76-8.95-5.0)/(26.43-1.76-8.95))/12 = 3.75 A-F
1"(26.43-1.76-2.44) /12 = 1.85 A-F
3.75 x 1.5 = **5.63 A-F**
V prop wet det =1.7' (lake area (@ 13.0 + @ 14.7)/2 = 1.7'(1.87+1.95)/2= **3.1 A-F**

V prop wet ret = 1' (lake area (@ 12.0 + @ 13)/2 =1'(1.76+1.87)/2= **1.82 A-F**

V req pre-treat = (26.43-1.76-2.44) x 0.5"/12 = **0.93 A-F**
Dry detention will be utilized.
1' of dry detention is proposed at all dry detention areas.
V dry det= 1'(A@ 13.0 bottom+ A@ 14 weir)/2=1'(0.79+1.3)/2= **1.05 A-F>0.93**

Req'd dry detention volume would be 75% of wet detention.
Req'd retention volume would be 50% of wet detention.

Water quality prop/req'd = 3.1/5.63 + 1.05/(0.75 x 5.63) + 1.82/(0.5 x 5.63) = 1**36%**

Nutrient treatment
Wet retention shall be utilized.
Prop retention = 1.82a-f x 12/(26.43-1.76 lake-2.44 dry det) = 0.98" ~ 1"

Design Elevations
Min Pavt EL
10yr-24hr storm peak stage 15.88 FT, NAVD
Min Pavt EL 16.00 FT

Perimeter Berm EL

25yr-72 hr storm peak stage	16.78 FT, NAVD	(City of Ft. Pierce)
10yr-72hr storm peak stage	16.57 FT	(NSLRWCD)
Min perim berm EL	16.80 FT	

Min Fin Floor EL
100yr-72hr storm peak stage 17.4 FT, NAVD
Min F.F. EL 17.50 FT



VII. Allowable Discharge

NSLRWCD allowable discharge is 2" per day for a 10yr-72hr storm. This is a volume-based limitation. There is no limitation on the peak discharge rate.
V allowable (10yr-72hr) = 26.43 ac x 2"/12 = 4.41 A-F /day
V max prop (10yr-72hr) = 4.3 A-F /day < 4.41 66.0-hr to 90.0 hr (see 10yr-72hr storm routing).

VIII. Bleeder Design

(SFWMD) Bleeder is to discharge 1/2" in 24 hr.
Q SFWMD = 26.43 ac x 1/2" x 43,560/(12 x 3600 x 24) = 0.56 cfs

$Q = 4.8 \times A \times (H)^{0.5}$
H avg = 0.85'
$0.56 = 4.8 \times A \times 0.85^{0.5}$
A = 0.125 sf = 18 sq in
Use 4.7 in circular bleeder

IX. Utilities

Fort Pierce Utility Authority would be providing water & wastewater services to the proposed development.

X. Maintenance Entity

The applicant shall be the maintenance entity.

XI. Irrigation

The lake surface water shall be utilized for irrigation purposes. A water use permit shall be obtained from SFWMD.

XII. ICPR Flood Routing

See ICPR Node diagram & basin map.
The retention volumes are not included in flood routing calculations to be conservative and due to low soil hydraulic conductivity.

Grading assumption for ICPR Input:
1. Surface el's 16.0-17.5
2. F.F. el 17.5 min



XIII. Nutrient Removal

St. Lucie River is considered impaired so post development nutrient loading rates, nitrogen (TN) & phosphorus (TP), need to match pre-development.

"Evaluation of Current **S**tormwater **D**esign **C**riteria within **S**tate of **F**lorida "final report (**FSDC**) dated June 2007 is utilized in this section. The referenced portions of FSDC are attached under Appendix. The 2012 South Florida Environmental Report Appendix 10-1 (**SFER**) for land use categories in the St. Lucie River Watershed will be used for the nutrient concentrations. SFWMD Vol IV Manual 2012 reference is shown as **SFWMD.**

The project is in Zone-2 per FSDC Fig 4-3

Per FSDC Fig 6.1, BOD removal in excess of 95% shall be achieved if removal efficiency is provided for both nitrogen & phosphorus.

The proposed development is considered industrial. FSDC 4.1.5.
The site was previously developed as citrus groves from 1968 to mid-1990's & now is used as a pasture. Therefore, unimproved pasture, as defined in Florida Fish & Wildlife "Florida Land Use Classification…, December 2012, is assumed for the pre-development land use.
Existing soil is assumed to be depressional.

Pre Dev-Nutrient Loading Basin 26.43 ac
Post Dev Nutrient Loading Basin = 26.43-1.76 lake-2.44 dry det = **22.23 ac**

Pre-Development
Type D soil
Pasture in good condition,
NDCIA CN = 80 SCS TR 55 (SCS) Table 2-2c

Post Development
Open Space in good condition
Pervious area CN = 80 SCS Table 2-2a
NDCIA Imp = 0
NDCIA Total = 2.56 ac Perv w/o dry det Sec II

NDCIA CN = 80
DCIA = 19.77 ac Imp w/o lake Sec II
DCIA % = (19.77/(22.23) = **88.9%**

Pre Dev Mean Annual C = 0.111 FSDC Appendix C Zone-2
Post Dev Mean Annual C = 0.732



XIII. Nutrient Removal cont'd

Post-dev vs Pre dev loading
TN 1.27 mg/l vs 1.19 mg/l SFER
Req % removal = ((1.27x0.732x22.23) - (1.19x0.111x26.43)) / (1.27x0.732x22.23) = 83.1%
TP 0.37 mg/l vs 0.25 mg/l SFER
Req % removal = ((0.37x0.732x22.23) - (0.25x0.111x26.43)) / (0.37x0.732x22.23) = 87.8%

Annual rainfall = 53.5" FSDC Appendix A-3
Mean annual runoff = 0.732 x 53.5 = 39.16"
V_{runoff} = 39.16"(22.23ac)/(12x365) = 0.198 A-F /day
$V_{perm\ pool}$ = 16.3 a-f
$T_{wet\ det\ residence}$ = 16.3/0.198 = 83 days

Removal Efficiency (RE)
1" of retention shall be provided
It is proposed to provide 1" of retention & wet detention w/ 83 days residency.

1" retention has 71.48% RE FSDC Appendix-D
detention w/ 83 days residency has 72.45% RE TP FSDC Fig 5-9
41.56% RE TN FSDC Fig 5-10
Overall Removal Efficiency (ORE)
ORE TN = 0.715 + (1-0.715) (0.416) = **83.4% > 83.1%** FSDC 6.1.2 Eq-1
ORE TP = 0.715 + (1-0.715) (0.725) = 92.2**% > 87.8%**

Exhibit A


Graham Rd
Graham Rd
Copenhaver Rd
Bar
Market
White Rd
White Rd
White Rd
Snapper Creek - White Rd

==========
==== Basins ====
==========

Name: A-DET 1 Node: A-DET 1 Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh256 Peaking Factor: 256.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 10.00
Area(ac): 5.840 Time Shift(hrs): 0.00
Curve Number: 91.40 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: B-DET 2 Node: B-DET 2 Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh256 Peaking Factor: 256.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 10.00
Area(ac): 4.190 Time Shift(hrs): 0.00
Curve Number: 91.40 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: C-DET 3 Node: C-DET 3 Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh256 Peaking Factor: 256.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 10.00
Area(ac): 6.620 Time Shift(hrs): 0.00
Curve Number: 91.40 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: D-DET 45 Node: D-DET 45 Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh256 Peaking Factor: 256.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 10.00
Area(ac): 7.100 Time Shift(hrs): 0.00
Curve Number: 91.40 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: H-PreDev Node: M-PreDev Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh256 Peaking Factor: 256.0
Rainfall File: Flmod Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 46.00
Area(ac): 26.430 Time Shift(hrs): 0.00
Curve Number: 80.00 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: K-lake 1 Node: K-lake 1 Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh256 Peaking Factor: 256.0
Rainfall File: Storm Duration(hrs): 0.00

Rainfall Amount(in): 0.000 Time of Conc(min): 10.00
Area(ac): 2.780 Time Shift(hrs): 0.00
Curve Number: 91.40 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

==========
==== Nodes ==========
==========

Name: A-DET 1 Base Flow(cfs): 0.000 Init Stage(ft): 13.000
Group: BASE Warn Stage(ft): 17.500
Type: Stage/Area

Stage(ft)	Area(ac)
12.900	0.0000
13.000	0.1700
16.000	0.5400
17.500	3.6600

Name: B-DET 2 Base Flow(cfs): 0.000 Init Stage(ft): 13.000
Group: BASE Warn Stage(ft): 17.500
Type: Stage/Area

Stage(ft)	Area(ac)
12.900	0.0000
13.000	0.2000
16.000	0.5500
17.500	1.7800

Name: C-DET 3 Base Flow(cfs): 0.000 Init Stage(ft): 13.000
Group: BASE Warn Stage(ft): 17.500
Type: Stage/Area

Stage(ft)	Area(ac)
12.900	0.0000
13.000	0.2400
16.000	0.7600
17.500	4.4600

Name: D-DET 45 Base Flow(cfs): 0.000 Init Stage(ft): 13.000
Group: BASE Warn Stage(ft): 17.500
Type: Stage/Area

Stage(ft)	Area(ac)
12.900	0.0000
13.000	0.1900
16.000	0.5900
17.500	4.4600

Name: K-lake 1 Base Flow(cfs): 0.000 Init Stage(ft): 13.700
Group: BASE Warn Stage(ft): 17.500
Type: Stage/Area

Stage(ft)	Area(ac)

12.990	0.0000
13.000	1.8700
16.000	2.2300
16.500	2.6600
17.000	2.7800

Name: L-CANAL Base Flow(cfs): 0.000 Init Stage(ft): 11.500
Group: BASE Warn Stage(ft): 14.500
Type: Time/Stage

Time(hrs)	Stage(ft)
0.00	11.500
61.22	15.540
180.00	13.720

Name: M-PreDev Base Flow(cfs): 0.000 Init Stage(ft): 14.500
Group: BASE Warn Stage(ft): 18.000
Type: Stage/Area

Stage(ft)	Area(ac)
14.500	0.0000
16.000	26.4300

==========
==== Pipes ====
==========

Name: DD 1-3 From Node: A-DET 1 Length(ft): 117.00
Group: BASE To Node: C-DET 3 Count: 1
Friction Equation: Automatic
Solution Algorithm: Most Restrictive
Flow: Both
Entrance Loss Coef: 0.00
Exit Loss Coef: 1.00
Bend Loss Coef: 0.00
Outlet Ctrl Spec: Use dc or tw
Inlet Ctrl Spec: Use dc
Stabilizer Option: None

	UPSTREAM	DOWNSTREAM
Geometry:	Circular	Circular
Span(in):	30.00	30.00
Rise(in):	30.00	30.00
Invert(ft):	12.000	12.000
Manning's N:	0.020000	0.020000
Top Clip(in):	0.000	0.000
Bot Clip(in):	0.000	0.000

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Name: DD 2-3 From Node: B-DET 2 Length(ft): 123.00
Group: BASE To Node: C-DET 3 Count: 1
Friction Equation: Automatic
Solution Algorithm: Most Restrictive
Flow: Both
Entrance Loss Coef: 0.00
Exit Loss Coef: 1.00
Bend Loss Coef: 0.00
Outlet Ctrl Spec: Use dc or tw
Inlet Ctrl Spec: Use dc
Stabilizer Option: None

	UPSTREAM	DOWNSTREAM
Geometry:	Circular	Circular
Span(in):	30.00	30.00
Rise(in):	30.00	30.00
Invert(ft):	12.000	12.000
Manning's N:	0.013000	0.013000
Top Clip(in):	0.000	0.000
Bot Clip(in):	0.000	0.000

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

==========
==== Drop Structures ==========
==========

Name:	CS-1	From Node:	K-lake 1	Length(ft):	84.00
Group:	BASE	To Node:	L-CANAL	Count:	1

	UPSTREAM	DOWNSTREAM		
Geometry:	Circular	Circular	Friction Equation:	Average Conveyance
Span(in):	24.00	24.00	Solution Algorithm:	Most Restrictive
Rise(in):	24.00	24.00	Flow:	None
Invert(ft):	8.500	8.000	Entrance Loss Coef:	0.000
Manning's N:	0.013000	0.013000	Exit Loss Coef:	0.000
Top Clip(in):	0.000	0.000	Outlet Ctrl Spec:	Use dc or tw
Bot Clip(in):	0.000	0.000	Inlet Ctrl Spec:	Use dn
			Solution Incs:	0

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

*** Weir 1 of 2 for Drop Structure CS-1 ***

			TABLE
Count:	1	Bottom Clip(in):	0.000
Type:	Vertical: Mavis	Top Clip(in):	0.000
Flow:	Both	Weir Disc Coef:	3.130
Geometry:	Rectangular	Orifice Disc Coef:	0.600
Span(in):	3.00	Invert(ft):	14.700
Rise(in):	30.00	Control Elev(ft):	14.700

*** Weir 2 of 2 for Drop Structure CS-1 ***

			TABLE
Count:	1	Bottom Clip(in):	0.000
Type:	Vertical: Mavis	Top Clip(in):	0.000
Flow:	Both	Weir Disc Coef:	3.130
Geometry:	Circular	Orifice Disc Coef:	0.600
Span(in):	4.70	Invert(ft):	13.000
Rise(in):	4.70	Control Elev(ft):	13.000

Name:	CS-12	From Node:	C-DET 3	Length(ft):	155.00
Group:	BASE	To Node:	K-lake 1	Count:	1

	UPSTREAM	DOWNSTREAM		
Geometry:	Circular	Circular	Friction Equation:	Average Conveyance
Span(in):	36.00	36.00	Solution Algorithm:	Most Restrictive
Rise(in):	36.00	36.00	Flow:	Both
Invert(ft):	9.000	7.000	Entrance Loss Coef:	0.000
Manning's N:	0.013000	0.013000	Exit Loss Coef:	1.000
Top Clip(in):	0.000	0.000	Outlet Ctrl Spec:	Use dc or tw
Bot Clip(in):	0.000	0.000	Inlet Ctrl Spec:	Use dc
			Solution Incs:	10

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

*** Weir 1 of 2 for Drop Structure CS-12 ***

			TABLE
Count:	1	Bottom Clip(in):	0.000
Type:	Horizontal	Top Clip(in):	0.000

```
                  Flow: Both                    Weir Disc Coef: 3.200
              Geometry: Rectangular           Orifice Disc Coef: 0.600

              Span(in): 70.00                       Invert(ft): 14.000
              Rise(in): 35.00                Control Elev(ft): 14.000

*** Weir 2 of 2 for Drop Structure CS-12 ***
                                                                    TABLE
                 Count: 1                     Bottom Clip(in): 0.000
                  Type: Vertical: Mavis          Top Clip(in): 0.000
                  Flow: Both                   Weir Disc Coef: 3.200
              Geometry: Circular              Orifice Disc Coef: 0.600

              Span(in): 3.00                        Invert(ft): 12.000
              Rise(in): 3.00                 Control Elev(ft): 12.000


-------------------------------------------------------------------------------------------------
         Name: CS-451              From Node: D-DET 45          Length(ft): 77.00
        Group: BASE                  To Node: K-lake 1               Count: 1

               UPSTREAM       DOWNSTREAM                Friction Equation: Average Conveyance
     Geometry: Circular       Circular                 Solution Algorithm: Most Restrictive
     Span(in): 36.00          36.00                                Flow: Both
     Rise(in): 36.00          36.00                   Entrance Loss Coef: 0.000
   Invert(ft): 9.000          6.500                       Exit Loss Coef: 1.000
  Manning's N: 0.020000       0.020000                  Outlet Ctrl Spec: Use dc or tw
 Top Clip(in): 0.000          0.000                      Inlet Ctrl Spec: Use dc
 Bot Clip(in): 0.000          0.000                        Solution Incs: 10

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall



*** Weir 1 of 2 for Drop Structure CS-451 ***
                                                                    TABLE
                 Count: 1                     Bottom Clip(in): 0.000
                  Type: Horizontal               Top Clip(in): 0.000
                  Flow: Both                   Weir Disc Coef: 3.200
              Geometry: Rectangular           Orifice Disc Coef: 0.600

              Span(in): 70.00                       Invert(ft): 14.000
              Rise(in): 35.00                Control Elev(ft): 14.000

*** Weir 2 of 2 for Drop Structure CS-451 ***
                                                                    TABLE
                 Count: 1                     Bottom Clip(in): 0.000
                  Type: Vertical: Mavis          Top Clip(in): 0.000
                  Flow: Both                   Weir Disc Coef: 3.200
              Geometry: Circular              Orifice Disc Coef: 0.600

              Span(in): 3.00                        Invert(ft): 12.000
              Rise(in): 3.00                 Control Elev(ft): 12.000


===============================================================================================
==== Hydrology Simulations ====================================================================
===============================================================================================

         Name: 100YR-72HR
     Filename: C:\ICPRUSER1\100YR-72HR.R32

      Override Defaults: Yes
    Storm Duration(hrs): 72.00
          Rainfall File: SFWMD72
    Rainfall Amount(in): 12.23

Time(hrs)       Print Inc(min)
--------------- ---------------
48.000          60.00
72.000          15.00
```

```
------------------------------------------------------------------------------------------------------
         Name: 10YR-24HR
     Filename: C:\ICPRUSER1\10YR-24HR.R32

      Override Defaults: Yes
    Storm Duration(hrs): 24.00
          Rainfall File: Flmod
    Rainfall Amount(in): 6.00

Time(hrs)       Print Inc(min)
--------------- ---------------
8.000           60.00
16.000          30.00
24.000          60.00

------------------------------------------------------------------------------------------------------
         Name: 10YR-72HR
     Filename: C:\ICPRUSER1\10 yr 72 hr.R32

      Override Defaults: Yes
    Storm Duration(hrs): 72.00
          Rainfall File: SFWMD72
    Rainfall Amount(in): 8.10

Time(hrs)       Print Inc(min)
--------------- ---------------
48.000          60.00
72.000          15.00

------------------------------------------------------------------------------------------------------
         Name: 25yr-72hr
     Filename: C:\ICPRUSER1\25 year 72 hr.R32

      Override Defaults: Yes
    Storm Duration(hrs): 72.00
          Rainfall File: SFWMD72
    Rainfall Amount(in): 9.50

Time(hrs)       Print Inc(min)
--------------- ---------------
48.000          60.00
72.000          15.00

------------------------------------------------------------------------------------------------------
         Name: 5YR-24HR
     Filename: C:\ICPRUSER1\5YR-24HR.R32

      Override Defaults: Yes
    Storm Duration(hrs): 24.00
          Rainfall File: Flmod
    Rainfall Amount(in): 15.00

Time(hrs)       Print Inc(min)
--------------- ---------------
8.000           60.00
16.000          30.00
24.000          60.00

==============================================================================================
==== Routing Simulations ======================================================================
==============================================================================================

         Name: 100YR-72HR          Hydrology Sim: 100YR-72HR
     Filename: C:\ICPRUSER1\100YR-72HR.I32

      Execute: Yes         Restart: No            Patch: No
  Alternative: No

        Max Delta Z(ft): 1.00                    Delta Z Factor: 0.00500
    Time Step Optimizer: 10.000
        Start Time(hrs): 0.000                    End Time(hrs): 72.00
     Min Calc Time(sec): 0.5000               Max Calc Time(sec): 60.0000
        Boundary Stages:                         Boundary Flows:
```

IBP

Time(hrs)	Print Inc(min)
36.000	720.000
48.000	240.000
60.000	60.000
72.000	60.000

Group	Run
BASE	Yes

Name: 10YR-24HR Hydrology Sim: 10YR-24HR
Filename: C:\ICPRUSER1\10YR-24HR.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 24.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
4.000	240.000
10.000	60.000
12.000	15.000
24.000	120.000

Group	Run
BASE	Yes

Name: 10YR-72HR Hydrology Sim: 10YR-72HR
Filename: C:\ICPRUSER1\10YR72HR.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 360.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

IBP

Time(hrs)	Print Inc(min)
36.000	120.000
48.000	120.000
60.000	60.000
96.000	60.000
360.000	120.000

Group	Run
BASE	Yes

Name: 25yr-72hr Hydrology Sim: 25yr-72hr

Filename: C:\ICPRUSER1\25YR72HR.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 72.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

IBP

Time(hrs)	Print Inc(min)
36.000	120.000
48.000	120.000
60.000	60.000
72.000	60.000
360.000	360.000

Group	Run
BASE	Yes

Name: 5YR-24HR Hydrology Sim: 5YR-24HR
Filename: C:\ICPRUSER1\5YR-24HR.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 24.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
4.000	240.000
10.000	60.000
12.000	15.000
24.000	120.000

Group	Run
BASE	Yes

Kings Hwy Commerce Center
01/08/24
Node Max

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs	Max Outflow cfs
A-DET 1	BASE	100YR-72HR	72.00	17.402	17.500	0.0050	150528	60.00	31.261	60.04	3.463
B-DET 2	BASE	100YR-72HR	72.00	17.402	17.500	0.0050	74031	60.00	22.429	60.11	5.766
C-DET 3	BASE	100YR-72HR	72.00	17.402	17.500	0.0049	183729	60.00	44.303	60.03	11.050
D-DET 45	BASE	100YR-72HR	72.00	17.401	17.500	0.0049	183203	60.00	38.006	60.00	8.748
K-lake 1	BASE	100YR-72HR	72.00	17.401	17.500	0.0048	125294	60.00	34.617	0.00	0.000
L-CANAL	BASE	100YR-72HR	61.22	15.540	14.500	0.0011	0	0.00	0.000	0.00	0.000
M-PreDev	BASE	100YR-72HR	72.00	16.045	18.000	0.0028	1185582	60.25	62.857	0.00	0.000
A-DET 1	BASE	10YR-24HR	22.92	15.882	17.500	0.0050	22897	12.00	19.078	12.17	8.522
B-DET 2	BASE	10YR-24HR	22.92	15.882	17.500	0.0043	23365	12.00	13.687	12.15	4.184
C-DET 3	BASE	10YR-24HR	22.94	15.882	17.500	0.0042	32232	12.00	33.350	12.10	21.127
D-DET 45	BASE	10YR-24HR	22.95	15.879	17.500	0.0041	24999	12.00	23.194	12.04	14.642
K-lake 1	BASE	10YR-24HR	22.97	15.878	17.500	0.0050	96501	12.03	44.230	22.54	1.949
L-CANAL	BASE	10YR-24HR	24.00	13.084	14.500	0.0011	0	22.54	1.949	0.00	0.000
M-PreDev	BASE	10YR-24HR	24.00	15.463	18.000	0.0022	739093	12.50	32.545	0.00	0.000
A-DET 1	BASE	10YR-72HR	68.20	16.569	17.500	0.0050	75118	60.00	20.427	59.97	6.469
B-DET 2	BASE	10YR-72HR	68.20	16.569	17.500	0.0049	44288	60.00	14.656	60.17	3.710
C-DET 3	BASE	10YR-72HR	68.20	16.569	17.500	0.0049	94231	60.00	32.060	60.03	15.947
D-DET 45	BASE	10YR-72HR	68.23	16.566	17.500	0.0048	89312	60.00	24.834	60.03	13.318
K-lake 1	BASE	10YR-72HR	68.25	16.565	17.500	0.0047	116546	60.01	38.634	72.00	2.364
L-CANAL	BASE	10YR-72HR	61.23	15.540	14.500	0.0011	0	72.00	2.364	0.00	0.000
M-PreDev	BASE	10YR-72HR	72.01	15.687	18.000	0.0023	911332	60.25	38.811	0.00	0.000
A-DET 1	BASE	25yr-72hr	68.21	16.783	17.500	0.0050	94503	60.00	24.084	59.82	5.641
B-DET 2	BASE	25yr-72hr	68.21	16.783	17.500	0.0048	51924	60.00	17.280	60.13	4.538
C-DET 3	BASE	25yr-72hr	68.21	16.782	17.500	0.0048	117194	60.00	36.789	59.96	14.845
D-DET 45	BASE	25yr-72hr	68.22	16.779	17.500	0.0046	113261	60.00	29.281	59.90	13.017
K-lake 1	BASE	25yr-72hr	68.26	16.778	17.500	0.0043	118771	60.00	38.927	71.99	2.761
L-CANAL	BASE	25yr-72hr	61.22	15.540	14.500	0.0011	0	71.99	2.761	0.00	0.000
M-PreDev	BASE	25yr-72hr	72.01	15.818	18.000	0.0026	1011582	60.25	46.994	0.00	0.000

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	A-DET 1	BASE	0.00	13.000	17.500	7548	0.000	0.000	0.0	0.0
10YR-72HR	B-DET 2	BASE	0.00	13.000	17.500	8863	0.000	0.000	0.0	0.0
10YR-72HR	C-DET 3	BASE	0.00	13.000	17.500	10748	0.000	-0.197	0.0	0.0
10YR-72HR	D-DET 45	BASE	0.00	13.000	17.500	8276	0.000	-0.197	0.0	0.0
10YR-72HR	K-lake 1	BASE	0.00	13.700	17.500	85116	-0.395	0.412	0.0	0.0
10YR-72HR	L-CANAL	BASE	0.00	11.500	14.500	0	0.412	0.000	0.0	0.0
10YR-72HR	M-PreDev	BASE	0.00	14.500	18.000	113	0.000	0.000	0.0	0.0
10YR-72HR	A-DET 1	BASE	2.02	13.050	17.500	7818	0.000	0.255	0.0	0.0
10YR-72HR	B-DET 2	BASE	2.02	13.050	17.500	9119	0.000	0.354	0.0	0.0
10YR-72HR	C-DET 3	BASE	2.02	13.049	17.500	11120	0.609	-0.181	0.1	-0.0
10YR-72HR	D-DET 45	BASE	2.02	13.151	17.500	9151	0.000	-0.164	0.0	-0.0
10YR-72HR	K-lake 1	BASE	2.02	13.634	17.500	84773	-0.345	0.384	-0.1	0.1
10YR-72HR	L-CANAL	BASE	2.02	11.633	14.500	0	0.384	0.000	0.1	0.0
10YR-72HR	M-PreDev	BASE	2.02	14.500	18.000	113	0.000	0.000	0.0	0.0
10YR-72HR	A-DET 1	BASE	4.02	13.094	17.500	8054	0.000	0.296	0.0	0.1
10YR-72HR	B-DET 2	BASE	4.02	13.094	17.500	9341	0.000	0.407	0.0	0.1
10YR-72HR	C-DET 3	BASE	4.02	13.092	17.500	11450	0.704	-0.164	0.2	-0.1
10YR-72HR	D-DET 45	BASE	4.02	13.263	17.500	9804	0.000	-0.132	0.0	-0.1
10YR-72HR	K-lake 1	BASE	4.02	13.576	17.500	84466	-0.296	0.357	-0.1	0.1
10YR-72HR	L-CANAL	BASE	4.02	11.765	14.500	0	0.357	0.000	0.1	0.0
10YR-72HR	M-PreDev	BASE	4.02	14.500	18.000	113	0.000	0.000	0.0	0.0
10YR-72HR	A-DET 1	BASE	6.02	13.134	17.500	8269	0.009	0.338	0.0	0.1
10YR-72HR	B-DET 2	BASE	6.02	13.134	17.500	9545	0.006	0.456	0.0	0.2
10YR-72HR	C-DET 3	BASE	6.02	13.132	17.500	11752	0.804	-0.148	0.3	-0.1
10YR-72HR	D-DET 45	BASE	6.02	13.348	17.500	10297	0.011	-0.099	0.0	-0.1
10YR-72HR	K-lake 1	BASE	6.02	13.523	17.500	84192	-0.242	0.332	-0.2	0.2
10YR-72HR	L-CANAL	BASE	6.02	11.897	14.500	0	0.332	0.000	0.2	0.0
10YR-72HR	M-PreDev	BASE	6.02	14.500	18.000	113	0.000	0.000	0.0	0.0
10YR-72HR	A-DET 1	BASE	8.02	13.183	17.500	8534	0.037	0.393	0.0	0.2
10YR-72HR	B-DET 2	BASE	8.02	13.183	17.500	9795	0.026	0.513	0.0	0.2
10YR-72HR	C-DET 3	BASE	8.02	13.181	17.500	12122	0.947	-0.129	0.4	-0.1
10YR-72HR	D-DET 45	BASE	8.02	13.421	17.500	10724	0.044	-0.056	0.0	-0.1
10YR-72HR	K-lake 1	BASE	8.02	13.478	17.500	83956	-0.167	0.308	-0.2	0.2
10YR-72HR	L-CANAL	BASE	8.02	12.029	14.500	0	0.308	0.000	0.2	0.0
10YR-72HR	M-PreDev	BASE	8.02	14.500	18.000	113	0.000	0.000	0.0	0.0
10YR-72HR	A-DET 1	BASE	10.02	13.242	17.500	8852	0.059	0.458	0.0	0.2
10YR-72HR	B-DET 2	BASE	10.02	13.242	17.500	10096	0.042	0.586	0.0	0.3
10YR-72HR	C-DET 3	BASE	10.02	13.240	17.500	12568	1.111	-0.107	0.6	-0.1
10YR-72HR	D-DET 45	BASE	10.02	13.468	17.500	10992	0.072	0.036	0.0	-0.1
10YR-72HR	K-lake 1	BASE	10.02	13.444	17.500	83778	-0.042	0.277	-0.2	0.3
10YR-72HR	L-CANAL	BASE	10.02	12.161	14.500	0	0.277	0.000	0.3	0.0
10YR-72HR	M-PreDev	BASE	10.02	14.500	18.000	113	0.000	0.000	0.0	0.0
10YR-72HR	A-DET 1	BASE	12.02	13.307	17.500	9201	0.077	0.530	0.0	0.3
10YR-72HR	B-DET 2	BASE	12.02	13.307	17.500	10426	0.056	0.670	0.0	0.4
10YR-72HR	C-DET 3	BASE	12.02	13.305	17.500	13055	1.288	-0.080	0.8	-0.1
10YR-72HR	D-DET 45	BASE	12.02	13.489	17.500	11115	0.094	0.062	0.0	-0.1
10YR-72HR	K-lake 1	BASE	12.02	13.420	17.500	83654	0.018	0.253	-0.2	0.3
10YR-72HR	L-CANAL	BASE	12.02	12.293	14.500	0	0.253	0.000	0.3	0.0
10YR-72HR	M-PreDev	BASE	12.02	14.500	18.000	113	0.000	0.000	0.0	0.0
10YR-72HR	A-DET 1	BASE	14.02	13.373	17.500	9556	0.093	0.608	0.0	0.4
10YR-72HR	B-DET 2	BASE	14.02	13.373	17.500	10761	0.067	0.763	0.0	0.6

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	C-DET 3	BASE	14.02	13.371	17.500	13552	1.476	-0.043	1.0	-0.2
10YR-72HR	D-DET 45	BASE	14.02	13.511	17.500	11242	0.113	0.077	0.0	-0.1
10YR-72HR	K-lake 1	BASE	14.02	13.403	17.500	83566	0.079	0.235	-0.2	0.4
10YR-72HR	L-CANAL	BASE	14.02	12.425	14.500	0	0.235	0.000	0.4	0.0
10YR-72HR	M-PreDev	BASE	14.02	14.501	18.000	482	0.000	0.000	0.0	0.0
10YR-72HR	A-DET 1	BASE	16.02	13.431	17.500	9868	0.106	0.690	0.1	0.5
10YR-72HR	B-DET 2	BASE	16.02	13.431	17.500	11056	0.076	0.862	0.0	0.7
10YR-72HR	C-DET 3	BASE	16.02	13.429	17.500	13987	1.673	0.043	1.3	-0.2
10YR-72HR	D-DET 45	BASE	16.02	13.535	17.500	11381	0.128	0.088	0.1	-0.1
10YR-72HR	K-lake 1	BASE	16.02	13.395	17.500	83524	0.181	0.227	-0.2	0.4
10YR-72HR	L-CANAL	BASE	16.02	12.557	14.500	0	0.227	0.000	0.4	0.0
10YR-72HR	M-PreDev	BASE	16.02	14.515	18.000	11839	0.030	0.000	0.0	0.0
10YR-72HR	A-DET 1	BASE	18.02	13.484	17.500	10150	0.116	0.751	0.1	0.7
10YR-72HR	B-DET 2	BASE	18.02	13.484	17.500	11323	0.084	0.936	0.1	0.8
10YR-72HR	C-DET 3	BASE	18.02	13.481	17.500	14381	1.819	0.070	1.6	-0.1
10YR-72HR	D-DET 45	BASE	18.02	13.561	17.500	11537	0.142	0.097	0.1	-0.0
10YR-72HR	K-lake 1	BASE	18.02	13.393	17.500	83514	0.222	0.225	-0.1	0.4
10YR-72HR	L-CANAL	BASE	18.02	12.689	14.500	0	0.225	0.000	0.4	0.0
10YR-72HR	M-PreDev	BASE	18.02	14.535	18.000	27212	0.079	0.000	0.0	0.0
10YR-72HR	A-DET 1	BASE	20.02	13.537	17.500	10432	0.126	0.810	0.1	0.8
10YR-72HR	B-DET 2	BASE	20.02	13.537	17.500	11590	0.090	1.007	0.1	1.0
10YR-72HR	C-DET 3	BASE	20.02	13.534	17.500	14776	1.960	0.088	1.9	-0.1
10YR-72HR	D-DET 45	BASE	20.02	13.590	17.500	11705	0.153	0.104	0.1	-0.0
10YR-72HR	K-lake 1	BASE	20.02	13.395	17.500	83520	0.252	0.226	-0.1	0.5
10YR-72HR	L-CANAL	BASE	20.02	12.821	14.500	0	0.226	0.000	0.5	0.0
10YR-72HR	M-PreDev	BASE	20.02	14.556	18.000	43305	0.126	0.000	0.0	0.0
10YR-72HR	A-DET 1	BASE	22.02	13.590	17.500	10716	0.134	0.868	0.1	0.9
10YR-72HR	B-DET 2	BASE	22.02	13.590	17.500	11858	0.096	1.078	0.1	1.2
10YR-72HR	C-DET 3	BASE	22.02	13.587	17.500	15172	2.097	0.103	2.2	-0.1
10YR-72HR	D-DET 45	BASE	22.02	13.621	17.500	11883	0.163	0.111	0.1	-0.0
10YR-72HR	K-lake 1	BASE	22.02	13.398	17.500	83537	0.278	0.230	-0.1	0.5
10YR-72HR	L-CANAL	BASE	22.02	12.953	14.500	0	0.230	0.000	0.5	0.0
10YR-72HR	M-PreDev	BASE	22.02	14.577	18.000	59269	0.170	0.000	0.1	0.0
10YR-72HR	A-DET 1	BASE	24.02	13.643	17.500	11000	0.142	0.925	0.1	1.1
10YR-72HR	B-DET 2	BASE	24.02	13.643	17.500	12126	0.102	1.148	0.1	1.4
10YR-72HR	C-DET 3	BASE	24.02	13.640	17.500	15570	2.233	0.115	2.6	-0.1
10YR-72HR	D-DET 45	BASE	24.02	13.652	17.500	12066	0.173	0.118	0.2	0.0
10YR-72HR	K-lake 1	BASE	24.02	13.403	17.500	83563	0.300	0.229	-0.0	0.6
10YR-72HR	L-CANAL	BASE	24.02	13.085	14.500	0	0.229	0.000	0.6	0.0
10YR-72HR	M-PreDev	BASE	24.02	14.598	18.000	74930	0.211	0.000	0.1	0.0
10YR-72HR	A-DET 1	BASE	26.02	13.723	17.500	11423	0.217	1.017	0.2	1.2
10YR-72HR	B-DET 2	BASE	26.02	13.722	17.500	12526	0.155	1.237	0.1	1.6
10YR-72HR	C-DET 3	BASE	26.02	13.719	17.500	16160	2.500	0.130	3.0	-0.1
10YR-72HR	D-DET 45	BASE	26.02	13.719	17.500	12454	0.263	0.131	0.2	0.0
10YR-72HR	K-lake 1	BASE	26.02	13.413	17.500	83616	0.364	0.210	0.0	0.6
10YR-72HR	L-CANAL	BASE	26.02	13.217	14.500	0	0.210	0.000	0.6	0.0
10YR-72HR	M-PreDev	BASE	26.02	14.622	18.000	93703	0.352	0.000	0.1	0.0
10YR-72HR	A-DET 1	BASE	28.02	13.810	17.500	11887	0.227	1.103	0.2	1.4
10YR-72HR	B-DET 2	BASE	28.02	13.810	17.500	12964	0.163	1.343	0.1	1.8
10YR-72HR	C-DET 3	BASE	28.02	13.806	17.500	16808	2.703	0.145	3.4	-0.1
10YR-72HR	D-DET 45	BASE	28.02	13.795	17.500	12893	0.276	0.142	0.2	0.1

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	K-lake 1	BASE	28.02	13.430	17.500	83707	0.395	0.133	0.1	0.6
10YR-72HR	L-CANAL	BASE	28.02	13.349	14.500	0	0.133	0.000	0.6	0.0
10YR-72HR	M-PreDev	BASE	28.02	14.650	18.000	114771	0.438	0.000	0.2	0.0
10YR-72HR	A-DET 1	BASE	30.02	13.896	17.500	12346	0.236	1.180	0.2	1.6
10YR-72HR	B-DET 2	BASE	30.02	13.896	17.500	13398	0.169	1.441	0.2	2.0
10YR-72HR	C-DET 3	BASE	30.02	13.892	17.500	17449	2.888	0.155	3.9	-0.0
10YR-72HR	D-DET 45	BASE	30.02	13.869	17.500	13322	0.287	0.151	0.3	0.1
10YR-72HR	K-lake 1	BASE	30.02	13.460	17.500	83862	0.418	-0.083	0.2	0.6
10YR-72HR	L-CANAL	BASE	30.02	13.481	14.500	0	-0.083	0.000	0.6	0.0
10YR-72HR	M-PreDev	BASE	30.02	14.677	18.000	135588	0.503	0.000	0.3	0.0
10YR-72HR	A-DET 1	BASE	32.02	13.982	17.500	12801	0.243	1.248	0.3	1.8
10YR-72HR	B-DET 2	BASE	32.02	13.982	17.500	13828	0.175	1.527	0.2	2.2
10YR-72HR	C-DET 3	BASE	32.02	13.978	17.500	18084	3.050	0.162	4.4	-0.0
10YR-72HR	D-DET 45	BASE	32.02	13.942	17.500	13749	0.296	0.155	0.3	0.1
10YR-72HR	K-lake 1	BASE	32.02	13.509	17.500	84117	0.433	-0.186	0.2	0.6
10YR-72HR	L-CANAL	BASE	32.02	13.613	14.500	0	-0.186	0.000	0.6	0.0
10YR-72HR	M-PreDev	BASE	32.02	14.703	18.000	155788	0.561	0.000	0.4	0.0
10YR-72HR	A-DET 1	BASE	34.02	14.041	17.500	13112	0.250	1.391	0.3	2.0
10YR-72HR	B-DET 2	BASE	34.02	14.041	17.500	14121	0.179	1.702	0.2	2.5
10YR-72HR	C-DET 3	BASE	34.02	14.036	17.500	18512	3.376	0.546	4.9	0.1
10YR-72HR	D-DET 45	BASE	34.02	14.012	17.500	14156	0.304	0.232	0.4	0.1
10YR-72HR	K-lake 1	BASE	34.02	13.580	17.500	84488	0.898	-0.234	0.3	0.6
10YR-72HR	L-CANAL	BASE	34.02	13.745	14.500	0	-0.234	0.000	0.6	0.0
10YR-72HR	M-PreDev	BASE	34.02	14.729	18.000	175397	0.613	0.000	0.5	0.0
10YR-72HR	A-DET 1	BASE	36.02	14.050	17.500	13157	0.255	1.421	0.4	2.2
10YR-72HR	B-DET 2	BASE	36.02	14.049	17.500	14163	0.183	1.739	0.3	2.8
10YR-72HR	C-DET 3	BASE	36.02	14.045	17.500	18573	3.449	0.666	5.4	0.2
10YR-72HR	D-DET 45	BASE	36.02	14.021	17.500	14206	0.310	0.305	0.4	0.2
10YR-72HR	K-lake 1	BASE	36.02	13.692	17.500	85074	1.093	-0.248	0.5	0.5
10YR-72HR	L-CANAL	BASE	36.02	13.877	14.500	0	-0.248	0.000	0.5	0.0
10YR-72HR	M-PreDev	BASE	36.02	14.753	18.000	194449	0.661	0.000	0.6	0.0
10YR-72HR	A-DET 1	BASE	38.02	14.052	17.500	13172	0.263	1.429	0.4	2.5
10YR-72HR	B-DET 2	BASE	38.02	14.052	17.500	14177	0.189	1.746	0.3	3.1
10YR-72HR	C-DET 3	BASE	38.02	14.047	17.500	18593	3.473	0.692	6.0	0.3
10YR-72HR	D-DET 45	BASE	38.02	14.024	17.500	14223	0.319	0.314	0.5	0.2
10YR-72HR	K-lake 1	BASE	38.02	13.811	17.500	85695	1.131	-0.257	0.7	0.5
10YR-72HR	L-CANAL	BASE	38.02	14.009	14.500	0	-0.257	0.000	0.5	0.0
10YR-72HR	M-PreDev	BASE	38.02	14.778	18.000	213069	0.711	0.000	0.7	0.0
10YR-72HR	A-DET 1	BASE	40.02	14.055	17.500	13184	0.267	1.433	0.5	2.7
10YR-72HR	B-DET 2	BASE	40.02	14.055	17.500	14189	0.192	1.750	0.3	3.4
10YR-72HR	C-DET 3	BASE	40.02	14.050	17.500	18611	3.486	0.702	6.6	0.4
10YR-72HR	D-DET 45	BASE	40.02	14.027	17.500	14240	0.325	0.318	0.5	0.3
10YR-72HR	K-lake 1	BASE	40.02	13.931	17.500	86326	1.147	-0.264	0.9	0.4
10YR-72HR	L-CANAL	BASE	40.02	14.141	14.500	0	-0.264	0.000	0.4	0.0
10YR-72HR	M-PreDev	BASE	40.02	14.801	18.000	231273	0.752	0.000	0.8	0.0
10YR-72HR	A-DET 1	BASE	42.02	14.064	17.500	13230	0.271	1.408	0.5	3.0
10YR-72HR	B-DET 2	BASE	42.02	14.063	17.500	14232	0.194	1.719	0.4	3.7
10YR-72HR	C-DET 3	BASE	42.02	14.059	17.500	18676	3.434	0.497	7.2	0.5
10YR-72HR	D-DET 45	BASE	42.02	14.049	17.500	14369	0.329	0.151	0.6	0.3
10YR-72HR	K-lake 1	BASE	42.02	14.047	17.500	86929	0.778	-0.274	1.0	0.4
10YR-72HR	L-CANAL	BASE	42.02	14.273	14.500	0	-0.274	0.000	0.4	0.0

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	M-PreDev	BASE	42.02	14.824	18.000	249020	0.789	0.000	0.9	0.0
10YR-72HR	A-DET 1	BASE	44.01	14.129	17.500	13572	0.274	1.161	0.5	3.2
10YR-72HR	B-DET 2	BASE	44.01	14.128	17.500	14555	0.197	1.403	0.4	3.9
10YR-72HR	C-DET 3	BASE	44.01	14.125	17.500	19165	2.875	0.131	7.7	0.5
10YR-72HR	D-DET 45	BASE	44.01	14.126	17.500	14815	0.333	0.177	0.7	0.4
10YR-72HR	K-lake 1	BASE	44.01	14.124	17.500	87334	0.438	-0.305	1.1	0.4
10YR-72HR	L-CANAL	BASE	44.01	14.404	14.500	0	-0.305	0.000	0.4	0.0
10YR-72HR	M-PreDev	BASE	44.01	14.847	18.000	266237	0.823	0.000	1.1	0.0
10YR-72HR	A-DET 1	BASE	46.01	14.204	17.500	13968	0.277	1.474	0.6	3.4
10YR-72HR	B-DET 2	BASE	46.01	14.204	17.500	14929	0.199	1.824	0.4	4.2
10YR-72HR	C-DET 3	BASE	46.01	14.199	17.500	19703	3.612	-0.133	8.2	0.5
10YR-72HR	D-DET 45	BASE	46.01	14.201	17.500	15252	0.337	0.165	0.7	0.4
10YR-72HR	K-lake 1	BASE	46.01	14.200	17.500	87730	0.164	-0.334	1.2	0.3
10YR-72HR	L-CANAL	BASE	46.01	14.536	14.500	0	-0.334	0.000	0.3	0.0
10YR-72HR	M-PreDev	BASE	46.01	14.869	18.000	283152	0.855	0.000	1.2	0.0
10YR-72HR	A-DET 1	BASE	48.01	14.279	17.500	14361	0.280	1.220	0.6	3.6
10YR-72HR	B-DET 2	BASE	48.01	14.279	17.500	15299	0.201	1.483	0.5	4.5
10YR-72HR	C-DET 3	BASE	48.01	14.276	17.500	20260	3.020	-0.018	8.8	0.5
10YR-72HR	D-DET 45	BASE	48.01	14.277	17.500	15693	0.341	0.166	0.8	0.4
10YR-72HR	K-lake 1	BASE	48.01	14.276	17.500	88128	0.281	-0.361	1.2	0.2
10YR-72HR	L-CANAL	BASE	48.01	14.668	14.500	0	-0.361	0.000	0.2	0.0
10YR-72HR	M-PreDev	BASE	48.01	14.890	18.000	299643	0.884	0.000	1.3	0.0
10YR-72HR	A-DET 1	BASE	50.01	14.362	17.500	14791	0.322	1.235	0.7	3.8
10YR-72HR	B-DET 2	BASE	50.01	14.362	17.500	15705	0.231	1.496	0.5	4.7
10YR-72HR	C-DET 3	BASE	50.01	14.359	17.500	20855	3.095	-0.025	9.3	0.5
10YR-72HR	D-DET 45	BASE	50.01	14.360	17.500	16176	0.391	0.186	0.8	0.4
10YR-72HR	K-lake 1	BASE	50.01	14.359	17.500	88563	0.314	-0.406	1.3	0.2
10YR-72HR	L-CANAL	BASE	50.01	14.800	14.500	0	-0.406	0.000	0.2	0.0
10YR-72HR	M-PreDev	BASE	50.01	14.913	18.000	316642	1.007	0.000	1.5	0.0
10YR-72HR	A-DET 1	BASE	51.00	14.410	17.500	15035	0.380	1.242	0.7	3.9
10YR-72HR	B-DET 2	BASE	51.00	14.410	17.500	15933	0.273	1.492	0.5	4.8
10YR-72HR	C-DET 3	BASE	51.00	14.407	17.500	21189	3.165	0.035	9.5	0.5
10YR-72HR	D-DET 45	BASE	51.00	14.408	17.500	16452	0.462	0.224	0.9	0.5
10YR-72HR	K-lake 1	BASE	51.00	14.407	17.500	88810	0.439	-0.441	1.3	0.1
10YR-72HR	L-CANAL	BASE	51.00	14.866	14.500	0	-0.441	0.000	0.1	0.0
10YR-72HR	M-PreDev	BASE	51.00	14.924	18.000	325793	1.144	0.000	1.6	0.0
10YR-72HR	A-DET 1	BASE	52.01	14.463	17.500	15299	0.419	1.219	0.7	4.0
10YR-72HR	B-DET 2	BASE	52.01	14.462	17.500	16181	0.301	1.459	0.5	4.9
10YR-72HR	C-DET 3	BASE	52.01	14.460	17.500	21549	3.153	0.062	9.8	0.5
10YR-72HR	D-DET 45	BASE	52.01	14.460	17.500	16759	0.510	0.245	0.9	0.5
10YR-72HR	K-lake 1	BASE	52.01	14.459	17.500	89086	0.506	-0.480	1.3	0.1
10YR-72HR	L-CANAL	BASE	52.01	14.932	14.500	0	-0.480	0.000	0.1	0.0
10YR-72HR	M-PreDev	BASE	52.01	14.938	18.000	336025	1.289	0.000	1.7	0.0
10YR-72HR	A-DET 1	BASE	53.00	14.526	17.500	15613	0.546	1.173	0.8	4.1
10YR-72HR	B-DET 2	BASE	53.00	14.526	17.500	16475	0.392	1.380	0.6	5.1
10YR-72HR	C-DET 3	BASE	53.00	14.523	17.500	21971	3.172	0.245	10.1	0.5
10YR-72HR	D-DET 45	BASE	53.00	14.524	17.500	17126	0.664	0.332	1.0	0.5
10YR-72HR	K-lake 1	BASE	53.00	14.522	17.500	89415	0.837	-0.520	1.4	0.1
10YR-72HR	L-CANAL	BASE	53.00	14.998	14.500	0	-0.520	0.000	0.1	0.0
10YR-72HR	M-PreDev	BASE	53.00	14.953	18.000	347543	1.599	0.000	1.8	0.0
10YR-72HR	A-DET 1	BASE	54.01	14.605	17.500	16035	0.680	1.434	0.8	4.2

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	B-DET 2	BASE	54.01	14.604	17.500	16873	0.488	1.716	0.6	5.2
10YR-72HR	C-DET 3	BASE	54.01	14.600	17.500	22552	3.921	0.157	10.4	0.6
10YR-72HR	D-DET 45	BASE	54.01	14.601	17.500	17577	0.827	0.408	1.0	0.5
10YR-72HR	K-lake 1	BASE	54.01	14.600	17.500	89819	0.888	-0.560	1.5	0.0
10YR-72HR	L-CANAL	BASE	54.01	15.064	14.500	0	-0.560	0.000	0.0	0.0
10YR-72HR	M-PreDev	BASE	54.01	14.971	18.000	361736	2.015	0.000	2.0	0.0
10YR-72HR	A-DET 1	BASE	55.01	14.695	17.500	16520	0.815	1.454	0.9	4.3
10YR-72HR	B-DET 2	BASE	55.01	14.694	17.500	17330	0.585	1.683	0.6	5.3
10YR-72HR	C-DET 3	BASE	55.01	14.690	17.500	23232	4.061	0.388	10.7	0.6
10YR-72HR	D-DET 45	BASE	55.01	14.691	17.500	18096	0.991	0.496	1.1	0.6
10YR-72HR	K-lake 1	BASE	55.01	14.689	17.500	90285	1.272	-0.597	1.6	-0.0
10YR-72HR	L-CANAL	BASE	55.01	15.130	14.500	0	-0.597	0.000	-0.0	0.0
10YR-72HR	M-PreDev	BASE	55.01	14.993	18.000	378435	2.492	0.000	2.1	0.0
10YR-72HR	A-DET 1	BASE	56.01	14.798	17.500	17073	0.955	1.426	1.0	4.5
10YR-72HR	B-DET 2	BASE	56.01	14.797	17.500	17853	0.685	1.634	0.7	5.5
10YR-72HR	C-DET 3	BASE	56.01	14.794	17.500	24011	4.143	0.578	11.0	0.6
10YR-72HR	D-DET 45	BASE	56.01	14.794	17.500	18693	1.161	0.588	1.2	0.6
10YR-72HR	K-lake 1	BASE	56.01	14.791	17.500	90822	1.620	-0.623	1.7	-0.1
10YR-72HR	L-CANAL	BASE	56.01	15.196	14.500	0	-0.623	0.000	-0.1	0.0
10YR-72HR	M-PreDev	BASE	56.01	15.019	18.000	398033	3.016	0.000	2.4	0.0
10YR-72HR	A-DET 1	BASE	57.01	14.915	17.500	17700	1.123	1.372	1.1	4.6
10YR-72HR	B-DET 2	BASE	57.01	14.914	17.500	18447	0.806	1.572	0.8	5.6
10YR-72HR	C-DET 3	BASE	57.01	14.911	17.500	24895	4.218	0.811	11.4	0.7
10YR-72HR	D-DET 45	BASE	57.01	14.910	17.500	19371	1.366	0.700	1.3	0.7
10YR-72HR	K-lake 1	BASE	57.01	14.908	17.500	91430	2.046	-0.631	1.8	-0.1
10YR-72HR	L-CANAL	BASE	57.01	15.262	14.500	0	-0.631	0.000	-0.1	0.0
10YR-72HR	M-PreDev	BASE	57.01	15.048	18.000	420437	3.625	0.000	2.6	0.0
10YR-72HR	A-DET 1	BASE	58.01	15.051	17.500	18431	1.439	1.158	1.2	4.7
10YR-72HR	B-DET 2	BASE	58.01	15.051	17.500	19142	1.032	1.440	0.8	5.7
10YR-72HR	C-DET 3	BASE	58.01	15.048	17.500	25932	4.228	1.276	11.7	0.8
10YR-72HR	D-DET 45	BASE	58.01	15.046	17.500	20162	1.749	0.916	1.4	0.7
10YR-72HR	K-lake 1	BASE	58.01	15.043	17.500	92138	2.877	-0.616	2.0	-0.2
10YR-72HR	L-CANAL	BASE	58.01	15.328	14.500	0	-0.616	0.000	-0.2	0.0
10YR-72HR	M-PreDev	BASE	58.01	15.081	18.000	446058	4.482	0.000	3.0	0.0
10YR-72HR	A-DET 1	BASE	59.01	15.222	17.500	19351	2.100	1.178	1.3	4.8
10YR-72HR	B-DET 2	BASE	59.01	15.221	17.500	20008	1.507	1.302	0.9	5.8
10YR-72HR	C-DET 3	BASE	59.01	15.219	17.500	27224	4.861	2.094	12.1	0.9
10YR-72HR	D-DET 45	BASE	59.01	15.216	17.500	21144	2.554	1.365	1.6	0.8
10YR-72HR	K-lake 1	BASE	59.01	15.211	17.500	93013	4.459	-0.545	2.3	-0.2
10YR-72HR	L-CANAL	BASE	59.01	15.394	14.500	0	-0.545	0.000	-0.2	0.0
10YR-72HR	M-PreDev	BASE	59.01	15.121	18.000	476466	5.920	0.000	3.4	0.0
10YR-72HR	A-DET 1	BASE	60.00	16.096	17.500	32204	20.351	6.347	2.2	5.1
10YR-72HR	B-DET 2	BASE	60.00	16.012	17.500	24408	14.601	2.551	1.6	6.0
10YR-72HR	C-DET 3	BASE	60.00	16.003	17.500	33488	31.967	15.765	13.6	1.6
10YR-72HR	D-DET 45	BASE	60.00	15.954	17.500	25433	24.742	13.147	2.7	1.4
10YR-72HR	K-lake 1	BASE	60.00	15.801	17.500	96100	38.599	0.972	4.1	-0.2
10YR-72HR	L-CANAL	BASE	60.00	15.460	14.500	0	0.972	0.000	-0.2	0.0
10YR-72HR	M-PreDev	BASE	60.00	15.200	18.000	537181	27.644	0.000	4.8	0.0
10YR-72HR	A-DET 1	BASE	61.01	16.437	17.500	63116	2.953	1.923	3.2	5.4
10YR-72HR	B-DET 2	BASE	61.01	16.430	17.500	39338	2.118	1.183	2.3	6.2
10YR-72HR	C-DET 3	BASE	61.01	16.428	17.500	79155	6.454	4.458	15.2	2.5

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	D-DET 45	BASE	61.01	16.409	17.500	71636	3.590	0.666	3.9	2.0
10YR-72HR	K-lake 1	BASE	61.01	16.407	17.500	112394	6.530	1.987	6.0	-0.1
10YR-72HR	L-CANAL	BASE	61.01	15.526	14.500	0	1.987	0.000	-0.1	0.0
10YR-72HR	M-PreDev	BASE	61.01	15.402	18.000	692139	27.899	0.000	7.1	0.0
10YR-72HR	A-DET 1	BASE	62.01	16.494	17.500	68287	1.627	0.731	3.4	5.5
10YR-72HR	B-DET 2	BASE	62.01	16.493	17.500	41586	1.168	0.619	2.4	6.2
10YR-72HR	C-DET 3	BASE	62.01	16.493	17.500	86067	3.195	2.054	15.6	2.7
10YR-72HR	D-DET 45	BASE	62.01	16.488	17.500	80595	1.978	0.883	4.1	2.1
10YR-72HR	K-lake 1	BASE	62.01	16.486	17.500	115358	3.712	2.130	6.4	0.1
10YR-72HR	L-CANAL	BASE	62.01	15.528	14.500	0	2.130	0.000	0.1	0.0
10YR-72HR	M-PreDev	BASE	62.01	15.506	18.000	772251	16.000	0.000	8.9	0.0
10YR-72HR	A-DET 1	BASE	63.01	16.525	17.500	71076	1.058	0.604	3.5	5.6
10YR-72HR	B-DET 2	BASE	63.01	16.524	17.500	42692	0.759	0.486	2.5	6.3
10YR-72HR	C-DET 3	BASE	63.01	16.524	17.500	89416	2.289	1.716	15.8	2.9
10YR-72HR	D-DET 45	BASE	63.01	16.521	17.500	84215	1.286	0.738	4.3	2.1
10YR-72HR	K-lake 1	BASE	63.01	16.519	17.500	116068	2.958	2.202	6.7	0.3
10YR-72HR	L-CANAL	BASE	63.01	15.513	14.500	0	2.202	0.000	0.3	0.0
10YR-72HR	M-PreDev	BASE	63.01	15.565	18.000	817105	9.916	0.000	10.0	0.0
10YR-72HR	A-DET 1	BASE	64.01	16.547	17.500	73079	1.026	0.600	3.6	5.6
10YR-72HR	B-DET 2	BASE	64.01	16.546	17.500	43481	0.736	0.483	2.6	6.3
10YR-72HR	C-DET 3	BASE	64.01	16.546	17.500	91792	2.246	1.711	16.0	3.0
10YR-72HR	D-DET 45	BASE	64.01	16.543	17.500	86704	1.247	0.743	4.4	2.2
10YR-72HR	K-lake 1	BASE	64.01	16.541	17.500	116299	2.942	2.255	6.9	0.4
10YR-72HR	L-CANAL	BASE	64.01	15.497	14.500	0	2.255	0.000	0.4	0.0
10YR-72HR	M-PreDev	BASE	64.01	15.598	18.000	842789	6.025	0.000	10.6	0.0
10YR-72HR	A-DET 1	BASE	65.01	16.555	17.500	73849	0.621	0.527	3.7	5.7
10YR-72HR	B-DET 2	BASE	65.01	16.555	17.500	43788	0.445	0.389	2.6	6.3
10YR-72HR	C-DET 3	BASE	65.01	16.555	17.500	92726	1.620	1.501	16.2	3.2
10YR-72HR	D-DET 45	BASE	65.01	16.552	17.500	87740	0.755	0.640	4.4	2.2
10YR-72HR	K-lake 1	BASE	65.01	16.551	17.500	116399	2.436	2.285	7.2	0.6
10YR-72HR	L-CANAL	BASE	65.01	15.482	14.500	0	2.285	0.000	0.6	0.0
10YR-72HR	M-PreDev	BASE	65.01	15.618	18.000	857999	3.691	0.000	11.1	0.0
10YR-72HR	A-DET 1	BASE	66.01	16.560	17.500	74275	0.626	0.529	3.7	5.7
10YR-72HR	B-DET 2	BASE	66.01	16.560	17.500	43956	0.449	0.392	2.7	6.4
10YR-72HR	C-DET 3	BASE	66.01	16.559	17.500	93231	1.630	1.510	16.3	3.3
10YR-72HR	D-DET 45	BASE	66.01	16.557	17.500	88267	0.761	0.647	4.5	2.3
10YR-72HR	K-lake 1	BASE	66.01	16.555	17.500	116448	2.455	2.305	7.4	0.8
10YR-72HR	L-CANAL	BASE	66.01	15.467	14.500	0	2.305	0.000	0.8	0.0
10YR-72HR	M-PreDev	BASE	66.01	15.632	18.000	868528	3.013	0.000	11.3	0.0
10YR-72HR	A-DET 1	BASE	67.01	16.565	17.500	74689	0.626	0.533	3.8	5.8
10YR-72HR	B-DET 2	BASE	67.01	16.564	17.500	44119	0.449	0.394	2.7	6.4
10YR-72HR	C-DET 3	BASE	67.01	16.564	17.500	93721	1.636	1.520	16.4	3.4
10YR-72HR	D-DET 45	BASE	67.01	16.561	17.500	88777	0.761	0.651	4.6	2.4
10YR-72HR	K-lake 1	BASE	67.01	16.560	17.500	116495	2.469	2.325	7.6	1.0
10YR-72HR	L-CANAL	BASE	67.01	15.451	14.500	0	2.325	0.000	1.0	0.0
10YR-72HR	M-PreDev	BASE	67.01	15.643	18.000	877635	2.774	0.000	11.6	0.0
10YR-72HR	A-DET 1	BASE	68.01	16.569	17.500	75087	0.619	0.536	3.8	5.8
10YR-72HR	B-DET 2	BASE	68.01	16.569	17.500	44275	0.444	0.395	2.7	6.4
10YR-72HR	C-DET 3	BASE	68.01	16.568	17.500	94191	1.633	1.529	16.6	3.5
10YR-72HR	D-DET 45	BASE	68.01	16.566	17.500	89266	0.753	0.654	4.6	2.4
10YR-72HR	K-lake 1	BASE	68.01	16.564	17.500	116540	2.478	2.344	7.8	1.2

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	L-CANAL	BASE	68.01	15.436	14.500	0	2.344	0.000	1.2	0.0
10YR-72HR	M-PreDev	BASE	68.01	15.655	18.000	886166	2.687	0.000	11.8	0.0
10YR-72HR	A-DET 1	BASE	69.01	16.567	17.500	74890	0.414	0.499	3.8	5.9
10YR-72HR	B-DET 2	BASE	69.01	16.566	17.500	44199	0.297	0.347	2.8	6.5
10YR-72HR	C-DET 3	BASE	69.01	16.566	17.500	93968	1.316	1.422	16.7	3.7
10YR-72HR	D-DET 45	BASE	69.01	16.564	17.500	89061	0.504	0.603	4.7	2.5
10YR-72HR	K-lake 1	BASE	69.01	16.562	17.500	116523	2.222	2.353	8.0	1.4
10YR-72HR	L-CANAL	BASE	69.01	15.421	14.500	0	2.353	0.000	1.4	0.0
10YR-72HR	M-PreDev	BASE	69.01	15.665	18.000	893805	2.191	0.000	12.0	0.0
10YR-72HR	A-DET 1	BASE	70.01	16.563	17.500	74522	0.414	0.499	3.9	5.9
10YR-72HR	B-DET 2	BASE	70.01	16.562	17.500	44054	0.297	0.347	2.8	6.5
10YR-72HR	C-DET 3	BASE	70.01	16.562	17.500	93530	1.316	1.422	16.8	3.8
10YR-72HR	D-DET 45	BASE	70.01	16.560	17.500	88604	0.504	0.605	4.7	2.5
10YR-72HR	K-lake 1	BASE	70.01	16.558	17.500	116480	2.224	2.356	8.1	1.6
10YR-72HR	L-CANAL	BASE	70.01	15.405	14.500	0	2.356	0.000	1.6	0.0
10YR-72HR	M-PreDev	BASE	70.01	15.673	18.000	900111	1.942	0.000	12.2	0.0
10YR-72HR	A-DET 1	BASE	71.01	16.559	17.500	74156	0.417	0.500	3.9	5.9
10YR-72HR	B-DET 2	BASE	71.01	16.558	17.500	43910	0.299	0.348	2.8	6.5
10YR-72HR	C-DET 3	BASE	71.01	16.558	17.500	93097	1.321	1.425	16.9	3.9
10YR-72HR	D-DET 45	BASE	71.01	16.556	17.500	88149	0.507	0.606	4.8	2.6
10YR-72HR	K-lake 1	BASE	71.01	16.554	17.500	116438	2.229	2.360	8.3	1.8
10YR-72HR	L-CANAL	BASE	71.01	15.390	14.500	0	2.360	0.000	1.8	0.0
10YR-72HR	M-PreDev	BASE	71.01	15.680	18.000	905874	1.837	0.000	12.3	0.0
10YR-72HR	A-DET 1	BASE	72.01	16.555	17.500	73773	0.000	0.496	3.9	6.0
10YR-72HR	B-DET 2	BASE	72.01	16.554	17.500	43758	0.000	0.319	2.8	6.6
10YR-72HR	C-DET 3	BASE	72.01	16.554	17.500	92643	0.816	1.400	17.0	4.0
10YR-72HR	D-DET 45	BASE	72.01	16.551	17.500	87674	0.000	0.565	4.8	2.6
10YR-72HR	K-lake 1	BASE	72.01	16.550	17.500	116395	1.965	2.364	8.5	2.0
10YR-72HR	L-CANAL	BASE	72.01	15.375	14.500	0	2.364	0.000	2.0	0.0
10YR-72HR	M-PreDev	BASE	72.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	73.01	16.533	17.500	71862	0.000	0.414	3.9	6.0
10YR-72HR	B-DET 2	BASE	73.01	16.533	17.500	43009	0.000	0.247	2.8	6.6
10YR-72HR	C-DET 3	BASE	73.01	16.533	17.500	90396	0.661	1.181	17.1	4.1
10YR-72HR	D-DET 45	BASE	73.01	16.531	17.500	85388	0.000	0.490	4.8	2.6
10YR-72HR	K-lake 1	BASE	73.01	16.530	17.500	116184	1.671	2.338	8.6	2.2
10YR-72HR	L-CANAL	BASE	73.01	15.359	14.500	0	2.338	0.000	2.2	0.0
10YR-72HR	M-PreDev	BASE	73.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	74.01	16.513	17.500	69979	0.000	0.406	3.9	6.1
10YR-72HR	B-DET 2	BASE	74.01	16.512	17.500	42267	0.000	0.245	2.8	6.6
10YR-72HR	C-DET 3	BASE	74.01	16.512	17.500	88164	0.650	1.161	17.1	4.2
10YR-72HR	D-DET 45	BASE	74.01	16.510	17.500	83057	0.000	0.480	4.8	2.7
10YR-72HR	K-lake 1	BASE	74.01	16.509	17.500	115967	1.641	2.311	8.8	2.4
10YR-72HR	L-CANAL	BASE	74.01	15.344	14.500	0	2.311	0.000	2.4	0.0
10YR-72HR	M-PreDev	BASE	74.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	75.01	16.492	17.500	68081	0.000	0.398	3.9	6.1
10YR-72HR	B-DET 2	BASE	75.01	16.491	17.500	41519	0.000	0.242	2.8	6.6
10YR-72HR	C-DET 3	BASE	75.01	16.491	17.500	85915	0.640	1.141	17.2	4.3
10YR-72HR	D-DET 45	BASE	75.01	16.489	17.500	80709	0.000	0.470	4.8	2.7
10YR-72HR	K-lake 1	BASE	75.01	16.488	17.500	115438	1.612	2.284	8.9	2.6
10YR-72HR	L-CANAL	BASE	75.01	15.329	14.500	0	2.284	0.000	2.6	0.0
10YR-72HR	M-PreDev	BASE	75.01	15.687	18.000	911332	0.000	0.000	12.4	0.0

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	A-DET 1	BASE	76.01	16.471	17.500	66168	0.000	0.390	3.9	6.1
10YR-72HR	B-DET 2	BASE	76.01	16.470	17.500	40765	0.000	0.240	2.8	6.6
10YR-72HR	C-DET 3	BASE	76.01	16.470	17.500	83648	0.630	1.123	17.2	4.4
10YR-72HR	D-DET 45	BASE	76.01	16.468	17.500	78341	0.000	0.461	4.8	2.8
10YR-72HR	K-lake 1	BASE	76.01	16.467	17.500	114649	1.583	2.257	9.1	2.8
10YR-72HR	L-CANAL	BASE	76.01	15.313	14.500	0	2.257	0.000	2.8	0.0
10YR-72HR	M-PreDev	BASE	76.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	77.01	16.449	17.500	64237	0.000	0.382	3.9	6.2
10YR-72HR	B-DET 2	BASE	77.01	16.449	17.500	40005	0.000	0.238	2.8	6.7
10YR-72HR	C-DET 3	BASE	77.01	16.449	17.500	81359	0.620	1.103	17.3	4.5
10YR-72HR	D-DET 45	BASE	77.01	16.447	17.500	75951	0.000	0.451	4.8	2.8
10YR-72HR	K-lake 1	BASE	77.01	16.446	17.500	113854	1.554	2.229	9.2	2.9
10YR-72HR	L-CANAL	BASE	77.01	15.298	14.500	0	2.229	0.000	2.9	0.0
10YR-72HR	M-PreDev	BASE	77.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	78.01	16.428	17.500	62288	0.000	0.374	3.9	6.2
10YR-72HR	B-DET 2	BASE	78.01	16.428	17.500	39237	0.000	0.235	2.8	6.7
10YR-72HR	C-DET 3	BASE	78.01	16.427	17.500	79049	0.610	1.084	17.3	4.6
10YR-72HR	D-DET 45	BASE	78.01	16.426	17.500	73539	0.000	0.441	4.8	2.8
10YR-72HR	K-lake 1	BASE	78.01	16.425	17.500	113050	1.525	2.201	9.3	3.1
10YR-72HR	L-CANAL	BASE	78.01	15.283	14.500	0	2.201	0.000	3.1	0.0
10YR-72HR	M-PreDev	BASE	78.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	79.01	16.406	17.500	60319	0.000	0.366	3.9	6.2
10YR-72HR	B-DET 2	BASE	79.01	16.406	17.500	38461	0.000	0.233	2.8	6.7
10YR-72HR	C-DET 3	BASE	79.01	16.406	17.500	76716	0.599	1.064	17.4	4.7
10YR-72HR	D-DET 45	BASE	79.01	16.404	17.500	71102	0.000	0.430	4.8	2.9
10YR-72HR	K-lake 1	BASE	79.01	16.403	17.500	112239	1.495	2.173	9.4	3.3
10YR-72HR	L-CANAL	BASE	79.01	15.267	14.500	0	2.173	0.000	3.3	0.0
10YR-72HR	M-PreDev	BASE	79.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	80.01	16.384	17.500	58330	0.000	0.358	3.9	6.2
10YR-72HR	B-DET 2	BASE	80.01	16.384	17.500	37677	0.000	0.231	2.8	6.7
10YR-72HR	C-DET 3	BASE	80.01	16.384	17.500	74359	0.589	1.044	17.4	4.8
10YR-72HR	D-DET 45	BASE	80.01	16.382	17.500	68640	0.000	0.420	4.8	2.9
10YR-72HR	K-lake 1	BASE	80.01	16.381	17.500	111419	1.464	2.145	9.6	3.5
10YR-72HR	L-CANAL	BASE	80.01	15.252	14.500	0	2.145	0.000	3.5	0.0
10YR-72HR	M-PreDev	BASE	80.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	81.01	16.362	17.500	56319	0.000	0.346	3.9	6.3
10YR-72HR	B-DET 2	BASE	81.01	16.362	17.500	36885	0.000	0.212	2.8	6.7
10YR-72HR	C-DET 3	BASE	81.01	16.362	17.500	71976	0.558	1.025	17.5	4.9
10YR-72HR	D-DET 45	BASE	81.01	16.360	17.500	66151	0.000	0.409	4.8	2.9
10YR-72HR	K-lake 1	BASE	81.01	16.359	17.500	110590	1.434	2.116	9.7	3.7
10YR-72HR	L-CANAL	BASE	81.01	15.237	14.500	0	2.116	0.000	3.7	0.0
10YR-72HR	M-PreDev	BASE	81.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	82.01	16.339	17.500	54283	0.000	0.259	3.9	6.3
10YR-72HR	B-DET 2	BASE	82.01	16.339	17.500	36083	0.000	-0.143	2.8	6.7
10YR-72HR	C-DET 3	BASE	82.01	16.339	17.500	69574	0.116	1.038	17.5	4.9
10YR-72HR	D-DET 45	BASE	82.01	16.338	17.500	63632	0.000	0.401	4.8	3.0
10YR-72HR	K-lake 1	BASE	82.01	16.337	17.500	109751	1.438	2.087	9.8	3.8
10YR-72HR	L-CANAL	BASE	82.01	15.221	14.500	0	2.087	0.000	3.8	0.0
10YR-72HR	M-PreDev	BASE	82.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	83.01	16.317	17.500	52224	0.000	0.234	3.9	6.3
10YR-72HR	B-DET 2	BASE	83.01	16.317	17.500	35272	0.000	-0.178	2.8	6.7

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	C-DET 3	BASE	83.01	16.317	17.500	67136	0.055	1.022	17.5	5.0
10YR-72HR	D-DET 45	BASE	83.01	16.315	17.500	61083	0.000	0.390	4.8	3.0
10YR-72HR	K-lake 1	BASE	83.01	16.314	17.500	108902	1.412	2.058	9.9	4.0
10YR-72HR	L-CANAL	BASE	83.01	15.206	14.500	0	2.058	0.000	4.0	0.0
10YR-72HR	M-PreDev	BASE	83.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	84.01	16.294	17.500	50139	0.000	0.204	3.9	6.3
10YR-72HR	B-DET 2	BASE	84.01	16.294	17.500	34450	0.000	-0.214	2.8	6.7
10YR-72HR	C-DET 3	BASE	84.01	16.294	17.500	64667	-0.010	1.007	17.5	5.1
10YR-72HR	D-DET 45	BASE	84.01	16.292	17.500	58502	0.000	0.379	4.8	3.0
10YR-72HR	K-lake 1	BASE	84.01	16.291	17.500	108043	1.386	2.029	10.0	4.2
10YR-72HR	L-CANAL	BASE	84.01	15.191	14.500	0	2.029	0.000	4.2	0.0
10YR-72HR	M-PreDev	BASE	84.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	85.01	16.270	17.500	48026	0.000	0.170	3.9	6.4
10YR-72HR	B-DET 2	BASE	85.01	16.270	17.500	33618	0.000	-0.252	2.8	6.7
10YR-72HR	C-DET 3	BASE	85.01	16.270	17.500	62164	-0.082	0.992	17.5	5.2
10YR-72HR	D-DET 45	BASE	85.01	16.269	17.500	55886	0.000	0.368	4.8	3.1
10YR-72HR	K-lake 1	BASE	85.01	16.268	17.500	107172	1.360	1.998	10.1	4.3
10YR-72HR	L-CANAL	BASE	85.01	15.175	14.500	0	1.998	0.000	4.3	0.0
10YR-72HR	M-PreDev	BASE	85.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	86.01	16.247	17.500	45884	0.000	0.126	3.9	6.4
10YR-72HR	B-DET 2	BASE	86.01	16.247	17.500	32773	0.000	-0.292	2.8	6.7
10YR-72HR	C-DET 3	BASE	86.01	16.247	17.500	59626	-0.166	0.979	17.5	5.3
10YR-72HR	D-DET 45	BASE	86.01	16.245	17.500	53233	0.000	0.356	4.8	3.1
10YR-72HR	K-lake 1	BASE	86.01	16.244	17.500	106288	1.335	1.968	10.3	4.5
10YR-72HR	L-CANAL	BASE	86.01	15.160	14.500	0	1.968	0.000	4.5	0.0
10YR-72HR	M-PreDev	BASE	86.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	87.01	16.223	17.500	43709	0.000	0.070	3.9	6.4
10YR-72HR	B-DET 2	BASE	87.01	16.223	17.500	31915	0.000	-0.338	2.8	6.6
10YR-72HR	C-DET 3	BASE	87.01	16.223	17.500	57050	-0.268	0.968	17.5	5.4
10YR-72HR	D-DET 45	BASE	87.01	16.221	17.500	50538	0.000	0.345	4.8	3.1
10YR-72HR	K-lake 1	BASE	87.01	16.220	17.500	105391	1.313	1.937	10.4	4.7
10YR-72HR	L-CANAL	BASE	87.01	15.145	14.500	0	1.937	0.000	4.7	0.0
10YR-72HR	M-PreDev	BASE	87.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	88.01	16.198	17.500	41504	0.000	0.116	3.9	6.4
10YR-72HR	B-DET 2	BASE	88.01	16.198	17.500	31043	0.000	-0.403	2.8	6.6
10YR-72HR	C-DET 3	BASE	88.01	16.198	17.500	54433	-0.287	0.960	17.5	5.4
10YR-72HR	D-DET 45	BASE	88.01	16.197	17.500	47800	0.000	0.335	4.8	3.2
10YR-72HR	K-lake 1	BASE	88.01	16.196	17.500	104479	1.295	1.906	10.5	4.8
10YR-72HR	L-CANAL	BASE	88.01	15.129	14.500	0	1.906	0.000	4.8	0.0
10YR-72HR	M-PreDev	BASE	88.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	89.01	16.174	17.500	39256	0.000	0.000	3.9	6.4
10YR-72HR	B-DET 2	BASE	89.01	16.173	17.500	30156	0.000	-0.449	2.8	6.6
10YR-72HR	C-DET 3	BASE	89.01	16.174	17.500	51771	-0.449	0.954	17.4	5.5
10YR-72HR	D-DET 45	BASE	89.01	16.172	17.500	45014	0.000	0.322	4.8	3.2
10YR-72HR	K-lake 1	BASE	89.01	16.171	17.500	103551	1.276	1.874	10.6	5.0
10YR-72HR	L-CANAL	BASE	89.01	15.114	14.500	0	1.874	0.000	5.0	0.0
10YR-72HR	M-PreDev	BASE	89.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	90.01	16.148	17.500	36967	0.000	-0.153	3.9	6.4
10YR-72HR	B-DET 2	BASE	90.01	16.148	17.500	29253	0.000	-0.499	2.8	6.5
10YR-72HR	C-DET 3	BASE	90.01	16.148	17.500	49061	-0.652	0.951	17.4	5.6
10YR-72HR	D-DET 45	BASE	90.01	16.147	17.500	42176	0.000	0.309	4.8	3.2

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	K-lake 1	BASE	90.01	16.146	17.500	102606	1.261	1.841	10.7	5.1
10YR-72HR	L-CANAL	BASE	90.01	15.099	14.500	0	1.841	0.000	5.1	0.0
10YR-72HR	M-PreDev	BASE	90.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	91.01	16.123	17.500	34631	0.000	-0.222	3.9	6.4
10YR-72HR	B-DET 2	BASE	91.01	16.122	17.500	28331	0.000	-0.555	2.8	6.5
10YR-72HR	C-DET 3	BASE	91.01	16.123	17.500	46298	-0.777	0.951	17.3	5.7
10YR-72HR	D-DET 45	BASE	91.01	16.121	17.500	39282	0.000	0.298	4.8	3.2
10YR-72HR	K-lake 1	BASE	91.01	16.120	17.500	101643	1.248	1.808	10.8	5.3
10YR-72HR	L-CANAL	BASE	91.01	15.084	14.500	0	1.808	0.000	5.3	0.0
10YR-72HR	M-PreDev	BASE	91.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	92.01	16.096	17.500	32244	0.000	-0.293	3.9	6.3
10YR-72HR	B-DET 2	BASE	92.01	16.096	17.500	27390	0.000	-0.616	2.8	6.5
10YR-72HR	C-DET 3	BASE	92.01	16.096	17.500	43476	-0.909	0.954	17.3	5.7
10YR-72HR	D-DET 45	BASE	92.01	16.095	17.500	36326	0.000	0.286	4.8	3.3
10YR-72HR	K-lake 1	BASE	92.01	16.094	17.500	100658	1.239	1.774	10.9	5.4
10YR-72HR	L-CANAL	BASE	92.01	15.068	14.500	0	1.774	0.000	5.4	0.0
10YR-72HR	M-PreDev	BASE	92.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	93.01	16.069	17.500	29800	0.000	-0.370	3.9	6.3
10YR-72HR	B-DET 2	BASE	93.01	16.069	17.500	26426	0.000	-0.685	2.8	6.4
10YR-72HR	C-DET 3	BASE	93.01	16.070	17.500	40590	-1.055	0.963	17.2	5.8
10YR-72HR	D-DET 45	BASE	93.01	16.068	17.500	33300	0.000	0.273	4.8	3.3
10YR-72HR	K-lake 1	BASE	93.01	16.067	17.500	99650	1.236	1.739	11.0	5.6
10YR-72HR	L-CANAL	BASE	93.01	15.053	14.500	0	1.739	0.000	5.6	0.0
10YR-72HR	M-PreDev	BASE	93.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	94.01	16.042	17.500	27292	0.000	-0.455	3.9	6.3
10YR-72HR	B-DET 2	BASE	94.01	16.041	17.500	25437	0.000	-0.763	2.8	6.3
10YR-72HR	C-DET 3	BASE	94.01	16.042	17.500	37633	-1.219	0.982	17.1	5.9
10YR-72HR	D-DET 45	BASE	94.01	16.040	17.500	30196	0.000	0.262	4.8	3.3
10YR-72HR	K-lake 1	BASE	94.01	16.039	17.500	98617	1.244	1.703	11.1	5.7
10YR-72HR	L-CANAL	BASE	94.01	15.038	14.500	0	1.703	0.000	5.7	0.0
10YR-72HR	M-PreDev	BASE	94.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	95.01	16.013	17.500	24711	0.000	-0.554	3.9	6.2
10YR-72HR	B-DET 2	BASE	95.01	16.013	17.500	24421	0.000	-0.856	2.8	6.3
10YR-72HR	C-DET 3	BASE	95.01	16.014	17.500	34597	-1.410	1.016	17.0	6.0
10YR-72HR	D-DET 45	BASE	95.01	16.012	17.500	27004	0.000	0.251	4.8	3.3
10YR-72HR	K-lake 1	BASE	95.01	16.011	17.500	97553	1.267	1.667	11.2	5.9
10YR-72HR	L-CANAL	BASE	95.01	15.022	14.500	0	1.667	0.000	5.9	0.0
10YR-72HR	M-PreDev	BASE	95.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	96.01	15.984	17.500	23443	0.000	-0.616	3.9	6.2
10YR-72HR	B-DET 2	BASE	96.01	15.984	17.500	23883	0.000	-0.918	2.8	6.2
10YR-72HR	C-DET 3	BASE	96.01	15.985	17.500	33006	-1.534	1.039	16.8	6.1
10YR-72HR	D-DET 45	BASE	96.01	15.983	17.500	25599	0.000	0.246	4.8	3.4
10YR-72HR	K-lake 1	BASE	96.01	15.982	17.500	97045	1.285	1.629	11.3	6.0
10YR-72HR	L-CANAL	BASE	96.01	15.007	14.500	0	1.629	0.000	6.0	0.0
10YR-72HR	M-PreDev	BASE	96.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	97.01	15.955	17.500	23289	0.000	-0.629	3.9	6.1
10YR-72HR	B-DET 2	BASE	97.01	15.955	17.500	23737	0.000	-0.933	2.8	6.1
10YR-72HR	C-DET 3	BASE	97.01	15.956	17.500	32790	-1.563	1.032	16.7	6.2
10YR-72HR	D-DET 45	BASE	97.01	15.954	17.500	25433	0.000	0.242	4.8	3.4
10YR-72HR	K-lake 1	BASE	97.01	15.953	17.500	96895	1.274	1.593	11.4	6.1
10YR-72HR	L-CANAL	BASE	97.01	14.992	14.500	0	1.593	0.000	6.1	0.0

5.1-0.8 = 4.3 a-f

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	M-PreDev	BASE	97.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	99.01	15.900	17.500	22990	0.000	-0.656	3.9	6.0
10YR-72HR	B-DET 2	BASE	99.01	15.899	17.500	23453	0.000	-0.964	2.8	6.0
10YR-72HR	C-DET 3	BASE	99.01	15.900	17.500	32369	-1.619	1.018	16.5	6.3
10YR-72HR	D-DET 45	BASE	99.01	15.898	17.500	25109	0.000	0.234	4.8	3.4
10YR-72HR	K-lake 1	BASE	99.01	15.898	17.500	96604	1.252	1.523	11.6	6.4
10YR-72HR	L-CANAL	BASE	99.01	14.961	14.500	0	1.523	0.000	6.4	0.0
10YR-72HR	M-PreDev	BASE	99.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	101.01	15.846	17.500	22701	0.000	-0.680	3.9	5.9
10YR-72HR	B-DET 2	BASE	101.01	15.845	17.500	23180	0.000	-0.992	2.8	5.8
10YR-72HR	C-DET 3	BASE	101.01	15.847	17.500	31964	-1.673	1.006	16.2	6.5
10YR-72HR	D-DET 45	BASE	101.01	15.845	17.500	24798	0.000	0.226	4.8	3.4
10YR-72HR	K-lake 1	BASE	101.01	15.844	17.500	96324	1.232	1.457	11.8	6.6
10YR-72HR	L-CANAL	BASE	101.01	14.930	14.500	0	1.457	0.000	6.6	0.0
10YR-72HR	M-PreDev	BASE	101.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	103.01	15.794	17.500	22422	0.000	-0.704	3.9	5.8
10YR-72HR	B-DET 2	BASE	103.01	15.794	17.500	22917	0.000	-1.020	2.8	5.6
10YR-72HR	C-DET 3	BASE	103.01	15.795	17.500	31573	-1.724	0.995	15.9	6.7
10YR-72HR	D-DET 45	BASE	103.01	15.793	17.500	24497	0.000	0.219	4.8	3.5
10YR-72HR	K-lake 1	BASE	103.01	15.792	17.500	96053	1.214	1.395	12.0	6.9
10YR-72HR	L-CANAL	BASE	103.01	14.900	14.500	0	1.395	0.000	6.9	0.0
10YR-72HR	M-PreDev	BASE	103.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	105.01	15.744	17.500	22153	0.000	-0.727	3.9	5.7
10YR-72HR	B-DET 2	BASE	105.01	15.744	17.500	22662	0.000	-1.046	2.8	5.5
10YR-72HR	C-DET 3	BASE	105.01	15.745	17.500	31196	-1.773	0.985	15.6	6.8
10YR-72HR	D-DET 45	BASE	105.01	15.743	17.500	24207	0.000	0.212	4.8	3.5
10YR-72HR	K-lake 1	BASE	105.01	15.742	17.500	95792	1.197	1.337	12.2	7.1
10YR-72HR	L-CANAL	BASE	105.01	14.869	14.500	0	1.337	0.000	7.1	0.0
10YR-72HR	M-PreDev	BASE	105.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	107.01	15.696	17.500	21894	0.000	-0.749	3.9	5.6
10YR-72HR	B-DET 2	BASE	107.01	15.695	17.500	22417	0.000	-1.073	2.8	5.3
10YR-72HR	C-DET 3	BASE	107.01	15.697	17.500	30831	-1.822	0.979	15.3	7.0
10YR-72HR	D-DET 45	BASE	107.01	15.695	17.500	23926	0.000	0.206	4.8	3.6
10YR-72HR	K-lake 1	BASE	107.01	15.694	17.500	95540	1.184	1.281	12.4	7.3
10YR-72HR	L-CANAL	BASE	107.01	14.838	14.500	0	1.281	0.000	7.3	0.0
10YR-72HR	M-PreDev	BASE	107.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	109.01	15.649	17.500	21643	0.000	-0.769	3.9	5.4
10YR-72HR	B-DET 2	BASE	109.01	15.649	17.500	22180	0.000	-1.097	2.8	5.1
10YR-72HR	C-DET 3	BASE	109.01	15.650	17.500	30480	-1.866	0.968	15.0	7.2
10YR-72HR	D-DET 45	BASE	109.01	15.648	17.500	23656	0.000	0.199	4.8	3.6
10YR-72HR	K-lake 1	BASE	109.01	15.647	17.500	95296	1.167	1.229	12.6	7.5
10YR-72HR	L-CANAL	BASE	109.01	14.808	14.500	0	1.229	0.000	7.5	0.0
10YR-72HR	M-PreDev	BASE	109.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	111.01	15.604	17.500	21401	0.000	-0.789	3.9	5.3
10YR-72HR	B-DET 2	BASE	111.01	15.603	17.500	21951	0.000	-1.120	2.8	4.9
10YR-72HR	C-DET 3	BASE	111.01	15.605	17.500	30140	-1.909	0.961	14.7	7.3
10YR-72HR	D-DET 45	BASE	111.01	15.603	17.500	23394	0.000	0.194	4.8	3.6
10YR-72HR	K-lake 1	BASE	111.01	15.602	17.500	95061	1.155	1.180	12.8	7.7
10YR-72HR	L-CANAL	BASE	111.01	14.777	14.500	0	1.180	0.000	7.7	0.0
10YR-72HR	M-PreDev	BASE	111.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	113.01	15.560	17.500	21167	0.000	-0.808	3.9	5.2

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	B-DET 2	BASE	113.01	15.560	17.500	21729	0.000	-1.143	2.8	4.7
10YR-72HR	C-DET 3	BASE	113.01	15.562	17.500	29811	-1.950	0.953	14.4	7.5
10YR-72HR	D-DET 45	BASE	113.01	15.559	17.500	23142	0.000	0.188	4.8	3.7
10YR-72HR	K-lake 1	BASE	113.01	15.559	17.500	94833	1.141	1.133	13.0	7.9
10YR-72HR	L-CANAL	BASE	113.01	14.746	14.500	0	1.133	0.000	7.9	0.0
10YR-72HR	M-PreDev	BASE	113.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	115.01	15.518	17.500	20941	0.000	-0.826	3.9	5.0
10YR-72HR	B-DET 2	BASE	115.01	15.518	17.500	21515	0.000	-1.164	2.8	4.5
10YR-72HR	C-DET 3	BASE	115.01	15.520	17.500	29494	-1.990	0.945	14.1	7.6
10YR-72HR	D-DET 45	BASE	115.01	15.517	17.500	22897	0.000	0.183	4.8	3.7
10YR-72HR	K-lake 1	BASE	115.01	15.517	17.500	94614	1.127	1.088	13.2	8.1
10YR-72HR	L-CANAL	BASE	115.01	14.716	14.500	0	1.088	0.000	8.1	0.0
10YR-72HR	M-PreDev	BASE	115.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	117.01	15.477	17.500	20722	0.000	-0.843	3.9	4.9
10YR-72HR	B-DET 2	BASE	117.01	15.477	17.500	21308	0.000	-1.185	2.8	4.4
10YR-72HR	C-DET 3	BASE	117.01	15.479	17.500	29187	-2.028	0.936	13.7	7.8
10YR-72HR	D-DET 45	BASE	117.01	15.477	17.500	22661	0.000	0.177	4.8	3.7
10YR-72HR	K-lake 1	BASE	117.01	15.476	17.500	94401	1.113	1.044	13.4	8.3
10YR-72HR	L-CANAL	BASE	117.01	14.685	14.500	0	1.044	0.000	8.3	0.0
10YR-72HR	M-PreDev	BASE	117.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	119.01	15.438	17.500	20511	0.000	-0.860	3.9	4.8
10YR-72HR	B-DET 2	BASE	119.01	15.438	17.500	21109	0.000	-1.205	2.8	4.2
10YR-72HR	C-DET 3	BASE	119.01	15.440	17.500	28891	-2.065	0.928	13.4	7.9
10YR-72HR	D-DET 45	BASE	119.01	15.438	17.500	22433	0.000	0.172	4.8	3.7
10YR-72HR	K-lake 1	BASE	119.01	15.437	17.500	94196	1.100	1.002	13.6	8.4
10YR-72HR	L-CANAL	BASE	119.01	14.654	14.500	0	1.002	0.000	8.4	0.0
10YR-72HR	M-PreDev	BASE	119.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	121.01	15.400	17.500	20307	0.000	-0.876	3.9	4.6
10YR-72HR	B-DET 2	BASE	121.01	15.400	17.500	20916	0.000	-1.225	2.8	4.0
10YR-72HR	C-DET 3	BASE	121.01	15.402	17.500	28605	-2.100	0.920	13.0	8.1
10YR-72HR	D-DET 45	BASE	121.01	15.400	17.500	22213	0.000	0.167	4.8	3.8
10YR-72HR	K-lake 1	BASE	121.01	15.399	17.500	93998	1.087	0.963	13.7	8.6
10YR-72HR	L-CANAL	BASE	121.01	14.624	14.500	0	0.963	0.000	8.6	0.0
10YR-72HR	M-PreDev	BASE	121.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	123.01	15.363	17.500	20110	0.000	-0.891	3.9	4.5
10YR-72HR	B-DET 2	BASE	123.01	15.363	17.500	20729	0.000	-1.243	2.8	3.8
10YR-72HR	C-DET 3	BASE	123.01	15.365	17.500	28328	-2.134	0.912	12.7	8.2
10YR-72HR	D-DET 45	BASE	123.01	15.363	17.500	22000	0.000	0.163	4.8	3.8
10YR-72HR	K-lake 1	BASE	123.01	15.363	17.500	93807	1.074	0.926	13.9	8.7
10YR-72HR	L-CANAL	BASE	123.01	14.593	14.500	0	0.926	0.000	8.7	0.0
10YR-72HR	M-PreDev	BASE	123.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	125.01	15.328	17.500	19919	0.000	-0.906	3.9	4.3
10YR-72HR	B-DET 2	BASE	125.01	15.328	17.500	20549	0.000	-1.261	2.8	3.5
10YR-72HR	C-DET 3	BASE	125.01	15.330	17.500	28061	-2.167	0.904	12.3	8.4
10YR-72HR	D-DET 45	BASE	125.01	15.328	17.500	21795	0.000	0.158	4.8	3.8
10YR-72HR	K-lake 1	BASE	125.01	15.327	17.500	93621	1.062	0.891	14.1	8.9
10YR-72HR	L-CANAL	BASE	125.01	14.563	14.500	0	0.891	0.000	8.9	0.0
10YR-72HR	M-PreDev	BASE	125.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	127.01	15.294	17.500	19735	0.000	-0.920	3.9	4.2
10YR-72HR	B-DET 2	BASE	127.01	15.293	17.500	20374	0.000	-1.278	2.8	3.3
10YR-72HR	C-DET 3	BASE	127.01	15.296	17.500	27802	-2.198	0.897	12.0	8.5

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	D-DET 45	BASE	127.01	15.293	17.500	21595	0.000	0.154	4.8	3.8
10YR-72HR	K-lake 1	BASE	127.01	15.293	17.500	93442	1.050	0.858	14.3	9.0
10YR-72HR	L-CANAL	BASE	127.01	14.532	14.500	0	0.858	0.000	9.0	0.0
10YR-72HR	M-PreDev	BASE	127.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	129.01	15.260	17.500	19556	0.000	-0.933	3.9	4.0
10YR-72HR	B-DET 2	BASE	129.01	15.260	17.500	20205	0.000	-1.295	2.8	3.1
10YR-72HR	C-DET 3	BASE	129.01	15.262	17.500	27550	-2.228	0.889	11.6	8.7
10YR-72HR	D-DET 45	BASE	129.01	15.260	17.500	21402	0.000	0.150	4.8	3.9
10YR-72HR	K-lake 1	BASE	129.01	15.260	17.500	93268	1.039	0.828	14.4	9.2
10YR-72HR	L-CANAL	BASE	129.01	14.501	14.500	0	0.828	0.000	9.2	0.0
10YR-72HR	M-PreDev	BASE	129.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	131.01	15.228	17.500	19382	0.000	-0.946	3.9	3.9
10YR-72HR	B-DET 2	BASE	131.01	15.228	17.500	20041	0.000	-1.311	2.8	2.9
10YR-72HR	C-DET 3	BASE	131.01	15.230	17.500	27307	-2.257	0.882	11.2	8.8
10YR-72HR	D-DET 45	BASE	131.01	15.228	17.500	21215	0.000	0.146	4.8	3.9
10YR-72HR	K-lake 1	BASE	131.01	15.227	17.500	93100	1.029	0.800	14.6	9.3
10YR-72HR	L-CANAL	BASE	131.01	14.471	14.500	0	0.800	0.000	9.3	0.0
10YR-72HR	M-PreDev	BASE	131.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	133.01	15.197	17.500	19213	0.000	-0.959	3.9	3.7
10YR-72HR	B-DET 2	BASE	133.01	15.196	17.500	19881	0.000	-1.326	2.8	2.7
10YR-72HR	C-DET 3	BASE	133.01	15.199	17.500	27070	-2.285	0.876	10.9	9.0
10YR-72HR	D-DET 45	BASE	133.01	15.196	17.500	21033	0.000	0.145	4.8	3.9
10YR-72HR	K-lake 1	BASE	133.01	15.196	17.500	92936	1.021	0.773	14.8	9.4
10YR-72HR	L-CANAL	BASE	133.01	14.440	14.500	0	0.773	0.000	9.4	0.0
10YR-72HR	M-PreDev	BASE	133.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	135.01	15.166	17.500	19049	0.000	-0.971	3.9	3.6
10YR-72HR	B-DET 2	BASE	135.01	15.166	17.500	19726	0.000	-1.341	2.8	2.5
10YR-72HR	C-DET 3	BASE	135.01	15.168	17.500	26840	-2.311	0.870	10.5	9.1
10YR-72HR	D-DET 45	BASE	135.01	15.166	17.500	20856	0.000	0.142	4.8	3.9
10YR-72HR	K-lake 1	BASE	135.01	15.165	17.500	92776	1.011	0.749	14.9	9.6
10YR-72HR	L-CANAL	BASE	135.01	14.409	14.500	0	0.749	0.000	9.6	0.0
10YR-72HR	M-PreDev	BASE	135.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	137.01	15.136	17.500	18890	0.000	-0.982	3.9	3.4
10YR-72HR	B-DET 2	BASE	137.01	15.136	17.500	19575	0.000	-1.355	2.8	2.2
10YR-72HR	C-DET 3	BASE	137.01	15.139	17.500	26616	-2.337	0.864	10.1	9.3
10YR-72HR	D-DET 45	BASE	137.01	15.136	17.500	20683	0.000	0.138	4.8	4.0
10YR-72HR	K-lake 1	BASE	137.01	15.136	17.500	92621	1.002	0.726	15.1	9.7
10YR-72HR	L-CANAL	BASE	137.01	14.379	14.500	0	0.726	0.000	9.7	0.0
10YR-72HR	M-PreDev	BASE	137.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	139.01	15.107	17.500	18734	0.000	-0.994	3.9	3.2
10YR-72HR	B-DET 2	BASE	139.01	15.107	17.500	19428	0.000	-1.369	2.8	2.0
10YR-72HR	C-DET 3	BASE	139.01	15.110	17.500	26398	-2.363	0.858	9.7	9.4
10YR-72HR	D-DET 45	BASE	139.01	15.107	17.500	20515	0.000	0.135	4.8	4.0
10YR-72HR	K-lake 1	BASE	139.01	15.107	17.500	92470	0.993	0.704	15.3	9.8
10YR-72HR	L-CANAL	BASE	139.01	14.348	14.500	0	0.704	0.000	9.8	0.0
10YR-72HR	M-PreDev	BASE	139.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	141.01	15.079	17.500	18582	0.000	-1.004	3.9	3.1
10YR-72HR	B-DET 2	BASE	141.01	15.079	17.500	19284	0.000	-1.383	2.8	1.8
10YR-72HR	C-DET 3	BASE	141.01	15.081	17.500	26185	-2.387	0.853	9.3	9.5
10YR-72HR	D-DET 45	BASE	141.01	15.079	17.500	20351	0.000	0.132	4.8	4.0
10YR-72HR	K-lake 1	BASE	141.01	15.079	17.500	92323	0.985	0.684	15.4	9.9

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	L-CANAL	BASE	141.01	14.317	14.500	0	0.684	0.000	9.9	0.0
10YR-72HR	M-PreDev	BASE	141.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	143.01	15.051	17.500	18434	0.000	-1.015	3.9	2.9
10YR-72HR	B-DET 2	BASE	143.01	15.051	17.500	19144	0.000	-1.396	2.8	1.6
10YR-72HR	C-DET 3	BASE	143.01	15.054	17.500	25977	-2.411	0.848	8.9	9.7
10YR-72HR	D-DET 45	BASE	143.01	15.051	17.500	20191	0.000	0.129	4.8	4.0
10YR-72HR	K-lake 1	BASE	143.01	15.051	17.500	92179	0.977	0.666	15.6	10.0
10YR-72HR	L-CANAL	BASE	143.01	14.287	14.500	0	0.666	0.000	10.0	0.0
10YR-72HR	M-PreDev	BASE	143.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	145.01	15.024	17.500	18289	0.000	-1.025	3.9	2.7
10YR-72HR	B-DET 2	BASE	145.01	15.024	17.500	19006	0.000	-1.409	2.8	1.3
10YR-72HR	C-DET 3	BASE	145.01	15.027	17.500	25773	-2.434	0.843	8.5	9.8
10YR-72HR	D-DET 45	BASE	145.01	15.024	17.500	20034	0.000	0.126	4.8	4.1
10YR-72HR	K-lake 1	BASE	145.01	15.024	17.500	92038	0.969	0.649	15.8	10.1
10YR-72HR	L-CANAL	BASE	145.01	14.256	14.500	0	0.649	0.000	10.1	0.0
10YR-72HR	M-PreDev	BASE	145.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	147.01	14.998	17.500	18147	0.000	-1.035	3.9	2.6
10YR-72HR	B-DET 2	BASE	147.01	14.998	17.500	18872	0.000	-1.421	2.8	1.1
10YR-72HR	C-DET 3	BASE	147.01	15.000	17.500	25574	-2.457	0.838	8.1	10.0
10YR-72HR	D-DET 45	BASE	147.01	14.998	17.500	19881	0.000	0.124	4.8	4.1
10YR-72HR	K-lake 1	BASE	147.01	14.998	17.500	91900	0.962	0.633	15.9	10.3
10YR-72HR	L-CANAL	BASE	147.01	14.225	14.500	0	0.633	0.000	10.3	0.0
10YR-72HR	M-PreDev	BASE	147.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	149.01	14.972	17.500	18007	0.000	-1.045	3.9	2.4
10YR-72HR	B-DET 2	BASE	149.01	14.972	17.500	18740	0.000	-1.434	2.8	0.9
10YR-72HR	C-DET 3	BASE	149.01	14.975	17.500	25379	-2.479	0.834	7.7	10.1
10YR-72HR	D-DET 45	BASE	149.01	14.972	17.500	19731	0.000	0.121	4.8	4.1
10YR-72HR	K-lake 1	BASE	149.01	14.972	17.500	91764	0.955	0.619	16.1	10.4
10YR-72HR	L-CANAL	BASE	149.01	14.195	14.500	0	0.619	0.000	10.4	0.0
10YR-72HR	M-PreDev	BASE	149.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	151.01	14.947	17.500	17871	0.000	-1.054	3.9	2.2
10YR-72HR	B-DET 2	BASE	151.01	14.946	17.500	18611	0.000	-1.446	2.8	0.6
10YR-72HR	C-DET 3	BASE	151.01	14.949	17.500	25187	-2.500	0.830	7.3	10.2
10YR-72HR	D-DET 45	BASE	151.01	14.947	17.500	19583	0.000	0.119	4.8	4.1
10YR-72HR	K-lake 1	BASE	151.01	14.946	17.500	91631	0.948	0.605	16.2	10.5
10YR-72HR	L-CANAL	BASE	151.01	14.164	14.500	0	0.605	0.000	10.5	0.0
10YR-72HR	M-PreDev	BASE	151.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	153.01	14.922	17.500	17736	0.000	-1.064	3.9	2.0
10YR-72HR	B-DET 2	BASE	153.01	14.921	17.500	18484	0.000	-1.458	2.8	0.4
10YR-72HR	C-DET 3	BASE	153.01	14.924	17.500	24998	-2.521	0.825	6.9	10.4
10YR-72HR	D-DET 45	BASE	153.01	14.922	17.500	19438	0.000	0.117	4.8	4.1
10YR-72HR	K-lake 1	BASE	153.01	14.921	17.500	91501	0.942	0.593	16.4	10.6
10YR-72HR	L-CANAL	BASE	153.01	14.134	14.500	0	0.593	0.000	10.6	0.0
10YR-72HR	M-PreDev	BASE	153.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	155.01	14.897	17.500	17604	0.000	-1.073	3.9	1.9
10YR-72HR	B-DET 2	BASE	155.01	14.897	17.500	18358	0.000	-1.469	2.8	0.1
10YR-72HR	C-DET 3	BASE	155.01	14.900	17.500	24812	-2.542	0.822	6.5	10.5
10YR-72HR	D-DET 45	BASE	155.01	14.897	17.500	19295	0.000	0.116	4.8	4.2
10YR-72HR	K-lake 1	BASE	155.01	14.897	17.500	91372	0.937	0.582	16.5	10.7
10YR-72HR	L-CANAL	BASE	155.01	14.103	14.500	0	0.582	0.000	10.7	0.0
10YR-72HR	M-PreDev	BASE	155.01	15.687	18.000	911332	0.000	0.000	12.4	0.0

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	A-DET 1	BASE	157.01	14.873	17.500	17473	0.000	-1.082	3.9	1.7
10YR-72HR	B-DET 2	BASE	157.01	14.872	17.500	18235	0.000	-1.481	2.8	-0.1
10YR-72HR	C-DET 3	BASE	157.01	14.875	17.500	24629	-2.562	0.818	6.0	10.7
10YR-72HR	D-DET 45	BASE	157.01	14.873	17.500	19154	0.000	0.114	4.8	4.2
10YR-72HR	K-lake 1	BASE	157.01	14.872	17.500	91245	0.931	0.572	16.7	10.8
10YR-72HR	L-CANAL	BASE	157.01	14.072	14.500	0	0.572	0.000	10.8	0.0
10YR-72HR	M-PreDev	BASE	157.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	159.01	14.849	17.500	17345	0.000	-1.090	3.9	1.5
10YR-72HR	B-DET 2	BASE	159.01	14.848	17.500	18113	0.000	-1.492	2.8	-0.3
10YR-72HR	C-DET 3	BASE	159.01	14.851	17.500	24448	-2.582	0.814	5.6	10.8
10YR-72HR	D-DET 45	BASE	159.01	14.849	17.500	19015	0.000	0.112	4.8	4.2
10YR-72HR	K-lake 1	BASE	159.01	14.849	17.500	91120	0.926	0.563	16.9	10.8
10YR-72HR	L-CANAL	BASE	159.01	14.042	14.500	0	0.563	0.000	10.8	0.0
10YR-72HR	M-PreDev	BASE	159.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	161.01	14.825	17.500	17217	0.000	-1.099	3.9	1.3
10YR-72HR	B-DET 2	BASE	161.01	14.825	17.500	17993	0.000	-1.503	2.8	-0.6
10YR-72HR	C-DET 3	BASE	161.01	14.828	17.500	24270	-2.602	0.810	5.2	10.9
10YR-72HR	D-DET 45	BASE	161.01	14.825	17.500	18877	0.000	0.110	4.8	4.2
10YR-72HR	K-lake 1	BASE	161.01	14.825	17.500	90996	0.920	0.555	17.0	10.9
10YR-72HR	L-CANAL	BASE	161.01	14.011	14.500	0	0.555	0.000	10.9	0.0
10YR-72HR	M-PreDev	BASE	161.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	163.01	14.801	17.500	17091	0.000	-1.107	3.9	1.1
10YR-72HR	B-DET 2	BASE	163.01	14.801	17.500	17873	0.000	-1.514	2.8	-0.8
10YR-72HR	C-DET 3	BASE	163.01	14.804	17.500	24093	-2.621	0.807	4.8	11.1
10YR-72HR	D-DET 45	BASE	163.01	14.802	17.500	18741	0.000	0.108	4.8	4.2
10YR-72HR	K-lake 1	BASE	163.01	14.801	17.500	90873	0.915	0.548	17.2	11.0
10YR-72HR	L-CANAL	BASE	163.01	13.980	14.500	0	0.548	0.000	11.0	0.0
10YR-72HR	M-PreDev	BASE	163.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	165.01	14.778	17.500	16966	0.000	-1.116	3.9	1.0
10YR-72HR	B-DET 2	BASE	165.01	14.778	17.500	17755	0.000	-1.524	2.8	-1.1
10YR-72HR	C-DET 3	BASE	165.01	14.781	17.500	23917	-2.640	0.803	4.3	11.2
10YR-72HR	D-DET 45	BASE	165.01	14.778	17.500	18605	0.000	0.107	4.8	4.2
10YR-72HR	K-lake 1	BASE	165.01	14.778	17.500	90751	0.910	0.542	17.3	11.1
10YR-72HR	L-CANAL	BASE	165.01	13.950	14.500	0	0.542	0.000	11.1	0.0
10YR-72HR	M-PreDev	BASE	165.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	167.01	14.755	17.500	16841	0.000	-1.124	3.9	0.8
10YR-72HR	B-DET 2	BASE	167.01	14.755	17.500	17637	0.000	-1.535	2.8	-1.3
10YR-72HR	C-DET 3	BASE	167.01	14.758	17.500	23742	-2.659	0.800	3.9	11.3
10YR-72HR	D-DET 45	BASE	167.01	14.755	17.500	18471	0.000	0.105	4.8	4.3
10YR-72HR	K-lake 1	BASE	167.01	14.755	17.500	90630	0.905	0.537	17.5	11.2
10YR-72HR	L-CANAL	BASE	167.01	13.919	14.500	0	0.537	0.000	11.2	0.0
10YR-72HR	M-PreDev	BASE	167.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	169.01	14.732	17.500	16717	0.000	-1.132	3.9	0.6
10YR-72HR	B-DET 2	BASE	169.01	14.732	17.500	17519	0.000	-1.545	2.8	-1.6
10YR-72HR	C-DET 3	BASE	169.01	14.735	17.500	23568	-2.677	0.797	3.4	11.5
10YR-72HR	D-DET 45	BASE	169.01	14.732	17.500	18337	0.000	0.104	4.8	4.3
10YR-72HR	K-lake 1	BASE	169.01	14.732	17.500	90510	0.900	0.534	17.6	11.3
10YR-72HR	L-CANAL	BASE	169.01	13.888	14.500	0	0.534	0.000	11.3	0.0
10YR-72HR	M-PreDev	BASE	169.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	171.01	14.709	17.500	16593	0.000	-1.140	3.9	0.4
10YR-72HR	B-DET 2	BASE	171.01	14.708	17.500	17402	0.000	-1.555	2.8	-1.9

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	C-DET 3	BASE	171.01	14.712	17.500	23394	-2.695	0.794	3.0	11.6
10YR-72HR	D-DET 45	BASE	171.01	14.709	17.500	18202	0.000	0.101	4.8	4.3
10YR-72HR	K-lake 1	BASE	171.01	14.709	17.500	90389	0.895	0.533	17.8	11.4
10YR-72HR	L-CANAL	BASE	171.01	13.858	14.500	0	0.533	0.000	11.4	0.0
10YR-72HR	M-PreDev	BASE	171.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	173.01	14.686	17.500	16468	0.000	-1.147	3.9	0.2
10YR-72HR	B-DET 2	BASE	173.01	14.685	17.500	17284	0.000	-1.565	2.8	-2.1
10YR-72HR	C-DET 3	BASE	173.01	14.689	17.500	23219	-2.713	0.792	2.6	11.7
10YR-72HR	D-DET 45	BASE	173.01	14.686	17.500	18068	0.000	0.101	4.8	4.3
10YR-72HR	K-lake 1	BASE	173.01	14.686	17.500	90268	0.892	0.534	17.9	11.5
10YR-72HR	L-CANAL	BASE	173.01	13.827	14.500	0	0.534	0.000	11.5	0.0
10YR-72HR	M-PreDev	BASE	173.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	175.01	14.662	17.500	16343	0.000	-1.155	3.9	0.0
10YR-72HR	B-DET 2	BASE	175.01	14.662	17.500	17165	0.000	-1.575	2.8	-2.4
10YR-72HR	C-DET 3	BASE	175.01	14.665	17.500	23043	-2.730	0.789	2.1	11.8
10YR-72HR	D-DET 45	BASE	175.01	14.662	17.500	17932	0.000	0.100	4.8	4.3
10YR-72HR	K-lake 1	BASE	175.01	14.662	17.500	90146	0.889	0.537	18.1	11.6
10YR-72HR	L-CANAL	BASE	175.01	13.796	14.500	0	0.537	0.000	11.6	0.0
10YR-72HR	M-PreDev	BASE	175.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	177.01	14.639	17.500	16216	0.000	-1.163	3.9	-0.2
10YR-72HR	B-DET 2	BASE	177.01	14.638	17.500	17045	0.000	-1.586	2.8	-2.6
10YR-72HR	C-DET 3	BASE	177.01	14.642	17.500	22865	-2.748	0.786	1.7	12.0
10YR-72HR	D-DET 45	BASE	177.01	14.639	17.500	17795	0.000	0.099	4.8	4.4
10YR-72HR	K-lake 1	BASE	177.01	14.639	17.500	90022	0.885	0.539	18.2	11.6
10YR-72HR	L-CANAL	BASE	177.01	13.766	14.500	0	0.539	0.000	11.6	0.0
10YR-72HR	M-PreDev	BASE	177.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	179.01	14.615	17.500	16088	0.000	-1.170	3.9	-0.4
10YR-72HR	B-DET 2	BASE	179.01	14.615	17.500	16925	0.000	-1.596	2.8	-2.9
10YR-72HR	C-DET 3	BASE	179.01	14.618	17.500	22686	-2.767	0.783	1.2	12.1
10YR-72HR	D-DET 45	BASE	179.01	14.615	17.500	17657	0.000	0.098	4.8	4.4
10YR-72HR	K-lake 1	BASE	179.01	14.615	17.500	89898	0.881	0.541	18.3	11.7
10YR-72HR	L-CANAL	BASE	179.01	13.735	14.500	0	0.541	0.000	11.7	0.0
10YR-72HR	M-PreDev	BASE	179.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	181.01	14.591	17.500	15960	0.000	-1.179	3.9	-0.6
10YR-72HR	B-DET 2	BASE	181.01	14.591	17.500	16803	0.000	-1.607	2.8	-3.2
10YR-72HR	C-DET 3	BASE	181.01	14.594	17.500	22506	-2.786	0.778	0.7	12.2
10YR-72HR	D-DET 45	BASE	181.01	14.591	17.500	17518	0.000	0.096	4.8	4.4
10YR-72HR	K-lake 1	BASE	181.01	14.591	17.500	89773	0.874	0.538	18.5	11.8
10YR-72HR	L-CANAL	BASE	181.01	13.720	14.500	0	0.538	0.000	11.8	0.0
10YR-72HR	M-PreDev	BASE	181.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	183.01	14.567	17.500	15832	0.000	-1.188	3.9	-0.8
10YR-72HR	B-DET 2	BASE	183.01	14.567	17.500	16682	0.000	-1.619	2.8	-3.4
10YR-72HR	C-DET 3	BASE	183.01	14.570	17.500	22327	-2.807	0.771	0.3	12.4
10YR-72HR	D-DET 45	BASE	183.01	14.568	17.500	17381	0.000	0.094	4.8	4.4
10YR-72HR	K-lake 1	BASE	183.01	14.567	17.500	89649	0.865	0.531	18.6	11.9
10YR-72HR	L-CANAL	BASE	183.01	13.720	14.500	0	0.531	0.000	11.9	0.0
10YR-72HR	M-PreDev	BASE	183.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	185.01	14.544	17.500	15706	0.000	-1.197	3.9	-1.0
10YR-72HR	B-DET 2	BASE	185.01	14.543	17.500	16563	0.000	-1.630	2.8	-3.7
10YR-72HR	C-DET 3	BASE	185.01	14.547	17.500	22150	-2.827	0.763	-0.2	12.5
10YR-72HR	D-DET 45	BASE	185.01	14.544	17.500	17244	0.000	0.092	4.8	4.4

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	K-lake 1	BASE	185.01	14.544	17.500	89526	0.855	0.523	18.8	12.0
10YR-72HR	L-CANAL	BASE	185.01	13.720	14.500	0	0.523	0.000	12.0	0.0
10YR-72HR	M-PreDev	BASE	185.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	187.01	14.520	17.500	15581	0.000	-1.206	3.9	-1.2
10YR-72HR	B-DET 2	BASE	187.01	14.520	17.500	16445	0.000	-1.642	2.8	-4.0
10YR-72HR	C-DET 3	BASE	187.01	14.524	17.500	21974	-2.848	0.755	-0.7	12.6
10YR-72HR	D-DET 45	BASE	187.01	14.521	17.500	17109	0.000	0.090	4.8	4.4
10YR-72HR	K-lake 1	BASE	187.01	14.520	17.500	89405	0.845	0.516	18.9	12.1
10YR-72HR	L-CANAL	BASE	187.01	13.720	14.500	0	0.516	0.000	12.1	0.0
10YR-72HR	M-PreDev	BASE	187.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	189.01	14.497	17.500	15454	0.000	-1.219	3.9	-1.4
10YR-72HR	B-DET 2	BASE	189.01	14.497	17.500	16324	0.000	-1.658	2.8	-4.2
10YR-72HR	C-DET 3	BASE	189.01	14.501	17.500	21799	-2.878	0.748	-1.1	12.7
10YR-72HR	D-DET 45	BASE	189.01	14.498	17.500	16975	0.000	0.088	4.8	4.4
10YR-72HR	K-lake 1	BASE	189.01	14.497	17.500	89284	0.836	0.508	19.1	12.2
10YR-72HR	L-CANAL	BASE	189.01	13.720	14.500	0	0.508	0.000	12.2	0.0
10YR-72HR	M-PreDev	BASE	189.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	191.00	14.475	17.500	15358	0.000	-0.997	3.9	-1.5
10YR-72HR	B-DET 2	BASE	191.00	14.475	17.500	16237	0.000	-1.347	2.8	-4.5
10YR-72HR	C-DET 3	BASE	191.00	14.477	17.500	21664	-2.344	0.536	-1.6	12.8
10YR-72HR	D-DET 45	BASE	191.00	14.475	17.500	16844	0.000	0.068	4.8	4.5
10YR-72HR	K-lake 1	BASE	191.00	14.475	17.500	89166	0.604	0.501	19.2	12.3
10YR-72HR	L-CANAL	BASE	191.00	13.720	14.500	0	0.501	0.000	12.3	0.0
10YR-72HR	M-PreDev	BASE	191.00	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	193.00	14.452	17.500	15248	0.000	-1.020	3.9	-1.7
10YR-72HR	B-DET 2	BASE	193.00	14.452	17.500	16134	0.000	-1.372	2.8	-4.7
10YR-72HR	C-DET 3	BASE	193.00	14.455	17.500	21518	-2.393	0.532	-2.0	12.9
10YR-72HR	D-DET 45	BASE	193.00	14.453	17.500	16713	0.000	0.067	4.8	4.5
10YR-72HR	K-lake 1	BASE	193.00	14.452	17.500	89049	0.598	0.493	19.3	12.3
10YR-72HR	L-CANAL	BASE	193.00	13.720	14.500	0	0.493	0.000	12.3	0.0
10YR-72HR	M-PreDev	BASE	193.00	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	195.01	14.430	17.500	15136	0.000	-1.034	3.9	-1.9
10YR-72HR	B-DET 2	BASE	195.01	14.430	17.500	16029	0.000	-1.388	2.8	-4.9
10YR-72HR	C-DET 3	BASE	195.01	14.432	17.500	21367	-2.422	0.526	-2.4	13.0
10YR-72HR	D-DET 45	BASE	195.01	14.430	17.500	16583	0.000	0.063	4.8	4.5
10YR-72HR	K-lake 1	BASE	195.01	14.430	17.500	88932	0.589	0.486	19.4	12.4
10YR-72HR	L-CANAL	BASE	195.01	13.720	14.500	0	0.486	0.000	12.4	0.0
10YR-72HR	M-PreDev	BASE	195.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	197.01	14.408	17.500	15025	0.000	-1.047	3.9	-2.0
10YR-72HR	B-DET 2	BASE	197.01	14.408	17.500	15925	0.000	-1.400	2.8	-5.2
10YR-72HR	C-DET 3	BASE	197.01	14.410	17.500	21215	-2.446	0.518	-2.8	13.1
10YR-72HR	D-DET 45	BASE	197.01	14.408	17.500	16455	0.000	0.063	4.8	4.5
10YR-72HR	K-lake 1	BASE	197.01	14.408	17.500	88817	0.581	0.478	19.5	12.5
10YR-72HR	L-CANAL	BASE	197.01	13.720	14.500	0	0.478	0.000	12.5	0.0
10YR-72HR	M-PreDev	BASE	197.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	199.01	14.386	17.500	14914	0.000	-1.055	3.9	-2.2
10YR-72HR	B-DET 2	BASE	199.01	14.386	17.500	15820	0.000	-1.407	2.8	-5.4
10YR-72HR	C-DET 3	BASE	199.01	14.389	17.500	21064	-2.462	0.509	-3.2	13.2
10YR-72HR	D-DET 45	BASE	199.01	14.386	17.500	16329	0.000	0.062	4.8	4.5
10YR-72HR	K-lake 1	BASE	199.01	14.386	17.500	88703	0.570	0.471	19.6	12.6
10YR-72HR	L-CANAL	BASE	199.01	13.720	14.500	0	0.471	0.000	12.6	0.0

Simulation	Node	Group	Time	Stage	Warning Stage	Surface Area	Total Inflow	Total Outflow	Total Vol In	Total Vol Out
			hrs	ft	ft	ft2	cfs	cfs	af	af
10YR-72HR	M-PreDev	BASE	199.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	201.01	14.365	17.500	14804	0.000	-1.061	3.9	-2.4
10YR-72HR	B-DET 2	BASE	201.01	14.365	17.500	15717	0.000	-1.412	2.8	-5.6
10YR-72HR	C-DET 3	BASE	201.01	14.367	17.500	20912	-2.472	0.498	-3.6	13.3
10YR-72HR	D-DET 45	BASE	201.01	14.365	17.500	16204	0.000	0.060	4.8	4.5
10YR-72HR	K-lake 1	BASE	201.01	14.365	17.500	88591	0.559	0.463	19.7	12.7
10YR-72HR	L-CANAL	BASE	201.01	13.720	14.500	0	0.463	0.000	12.7	0.0
10YR-72HR	M-PreDev	BASE	201.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	203.01	14.344	17.500	14695	0.000	-1.062	3.9	-2.6
10YR-72HR	B-DET 2	BASE	203.01	14.343	17.500	15614	0.000	-1.413	2.8	-5.9
10YR-72HR	C-DET 3	BASE	203.01	14.346	17.500	20762	-2.476	0.487	-4.0	13.4
10YR-72HR	D-DET 45	BASE	203.01	14.344	17.500	16081	0.000	0.057	4.8	4.5
10YR-72HR	K-lake 1	BASE	203.01	14.344	17.500	88480	0.544	0.455	19.7	12.7
10YR-72HR	L-CANAL	BASE	203.01	13.720	14.500	0	0.455	0.000	12.7	0.0
10YR-72HR	M-PreDev	BASE	203.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	205.01	14.323	17.500	14586	0.000	-1.065	3.9	-2.7
10YR-72HR	B-DET 2	BASE	205.01	14.322	17.500	15512	0.000	-1.413	2.8	-6.1
10YR-72HR	C-DET 3	BASE	205.01	14.325	17.500	20613	-2.478	0.475	-4.4	13.4
10YR-72HR	D-DET 45	BASE	205.01	14.323	17.500	15959	0.000	0.057	4.8	4.5
10YR-72HR	K-lake 1	BASE	205.01	14.323	17.500	88371	0.532	0.448	19.8	12.8
10YR-72HR	L-CANAL	BASE	205.01	13.720	14.500	0	0.448	0.000	12.8	0.0
10YR-72HR	M-PreDev	BASE	205.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	207.01	14.302	17.500	14479	0.000	-1.065	3.9	-2.9
10YR-72HR	B-DET 2	BASE	207.01	14.302	17.500	15411	0.000	-1.411	2.8	-6.3
10YR-72HR	C-DET 3	BASE	207.01	14.304	17.500	20465	-2.477	0.462	-4.8	13.5
10YR-72HR	D-DET 45	BASE	207.01	14.302	17.500	15840	0.000	0.055	4.8	4.5
10YR-72HR	K-lake 1	BASE	207.01	14.302	17.500	88263	0.518	0.440	19.9	12.9
10YR-72HR	L-CANAL	BASE	207.01	13.720	14.500	0	0.440	0.000	12.9	0.0
10YR-72HR	M-PreDev	BASE	207.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	209.01	14.282	17.500	14373	0.000	-1.064	3.9	-3.1
10YR-72HR	B-DET 2	BASE	209.01	14.281	17.500	15311	0.000	-1.407	2.8	-6.6
10YR-72HR	C-DET 3	BASE	209.01	14.284	17.500	20319	-2.471	0.448	-5.2	13.6
10YR-72HR	D-DET 45	BASE	209.01	14.282	17.500	15721	0.000	0.054	4.8	4.5
10YR-72HR	K-lake 1	BASE	209.01	14.282	17.500	88156	0.502	0.432	20.0	13.0
10YR-72HR	L-CANAL	BASE	209.01	13.720	14.500	0	0.432	0.000	13.0	0.0
10YR-72HR	M-PreDev	BASE	209.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	211.01	14.262	17.500	14269	0.000	-1.059	3.9	-3.3
10YR-72HR	B-DET 2	BASE	211.01	14.261	17.500	15212	0.000	-1.401	2.8	-6.8
10YR-72HR	C-DET 3	BASE	211.01	14.264	17.500	20174	-2.460	0.434	-5.6	13.7
10YR-72HR	D-DET 45	BASE	211.01	14.262	17.500	15604	0.000	0.051	4.8	4.6
10YR-72HR	K-lake 1	BASE	211.01	14.261	17.500	88051	0.485	0.424	20.1	13.0
10YR-72HR	L-CANAL	BASE	211.01	13.720	14.500	0	0.424	0.000	13.0	0.0
10YR-72HR	M-PreDev	BASE	211.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	213.01	14.242	17.500	14166	0.000	-1.057	3.9	-3.4
10YR-72HR	B-DET 2	BASE	213.01	14.242	17.500	15115	0.000	-1.395	2.8	-7.0
10YR-72HR	C-DET 3	BASE	213.01	14.244	17.500	20031	-2.452	0.420	-6.0	13.7
10YR-72HR	D-DET 45	BASE	213.01	14.242	17.500	15490	0.000	0.050	4.8	4.6
10YR-72HR	K-lake 1	BASE	213.01	14.242	17.500	87948	0.470	0.417	20.2	13.1
10YR-72HR	L-CANAL	BASE	213.01	13.720	14.500	0	0.417	0.000	13.1	0.0
10YR-72HR	M-PreDev	BASE	213.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	215.01	14.222	17.500	14064	0.000	-1.052	3.9	-3.6

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	B-DET 2	BASE	215.01	14.222	17.500	15019	0.000	-1.388	2.8	-7.3
10YR-72HR	C-DET 3	BASE	215.01	14.225	17.500	19890	-2.440	0.404	-6.4	13.8
10YR-72HR	D-DET 45	BASE	215.01	14.222	17.500	15376	0.000	0.049	4.8	4.6
10YR-72HR	K-lake 1	BASE	215.01	14.222	17.500	87846	0.453	0.409	20.2	13.2
10YR-72HR	L-CANAL	BASE	215.01	13.720	14.500	0	0.409	0.000	13.2	0.0
10YR-72HR	M-PreDev	BASE	215.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	217.01	14.203	17.500	13964	0.000	-1.046	3.9	-3.8
10YR-72HR	B-DET 2	BASE	217.01	14.203	17.500	14925	0.000	-1.379	2.8	-7.5
10YR-72HR	C-DET 3	BASE	217.01	14.206	17.500	19751	-2.425	0.388	-6.8	13.9
10YR-72HR	D-DET 45	BASE	217.01	14.203	17.500	15265	0.000	0.047	4.8	4.6
10YR-72HR	K-lake 1	BASE	217.01	14.203	17.500	87745	0.435	0.401	20.3	13.2
10YR-72HR	L-CANAL	BASE	217.01	13.720	14.500	0	0.401	0.000	13.2	0.0
10YR-72HR	M-PreDev	BASE	217.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	219.00	14.184	17.500	13863	0.000	-1.326	3.9	-4.0
10YR-72HR	B-DET 2	BASE	219.00	14.184	17.500	14829	0.000	-1.740	2.8	-7.8
10YR-72HR	C-DET 3	BASE	219.00	14.188	17.500	19622	-3.066	0.502	-7.3	13.9
10YR-72HR	D-DET 45	BASE	219.00	14.184	17.500	15156	0.000	0.053	4.8	4.6
10YR-72HR	K-lake 1	BASE	219.00	14.184	17.500	87647	0.555	0.393	20.4	13.3
10YR-72HR	L-CANAL	BASE	219.00	13.720	14.500	0	0.393	0.000	13.3	0.0
10YR-72HR	M-PreDev	BASE	219.00	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	221.00	14.166	17.500	13768	0.000	-1.031	3.9	-4.2
10YR-72HR	B-DET 2	BASE	221.00	14.166	17.500	14740	0.000	-1.358	2.8	-8.0
10YR-72HR	C-DET 3	BASE	221.00	14.168	17.500	19479	-2.390	0.354	-7.7	14.0
10YR-72HR	D-DET 45	BASE	221.00	14.166	17.500	15048	0.000	0.044	4.8	4.6
10YR-72HR	K-lake 1	BASE	221.00	14.166	17.500	87550	0.398	0.385	20.5	13.4
10YR-72HR	L-CANAL	BASE	221.00	13.720	14.500	0	0.385	0.000	13.4	0.0
10YR-72HR	M-PreDev	BASE	221.00	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	223.00	14.148	17.500	13672	0.000	-1.023	3.9	-4.4
10YR-72HR	B-DET 2	BASE	223.00	14.147	17.500	14650	0.000	-1.347	2.8	-8.2
10YR-72HR	C-DET 3	BASE	223.00	14.150	17.500	19346	-2.370	0.336	-8.1	14.1
10YR-72HR	D-DET 45	BASE	223.00	14.148	17.500	14942	0.000	0.042	4.8	4.6
10YR-72HR	K-lake 1	BASE	223.00	14.147	17.500	87455	0.378	0.377	20.5	13.4
10YR-72HR	L-CANAL	BASE	223.00	13.720	14.500	0	0.377	0.000	13.4	0.0
10YR-72HR	M-PreDev	BASE	223.00	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	225.00	14.130	17.500	13578	0.000	-1.014	3.9	-4.5
10YR-72HR	B-DET 2	BASE	225.00	14.130	17.500	14561	0.000	-1.334	2.8	-8.5
10YR-72HR	C-DET 3	BASE	225.00	14.132	17.500	19215	-2.348	0.316	-8.5	14.1
10YR-72HR	D-DET 45	BASE	225.00	14.130	17.500	14838	0.000	0.041	4.8	4.6
10YR-72HR	K-lake 1	BASE	225.00	14.129	17.500	87361	0.357	0.369	20.6	13.5
10YR-72HR	L-CANAL	BASE	225.00	13.720	14.500	0	0.369	0.000	13.5	0.0
10YR-72HR	M-PreDev	BASE	225.00	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	227.01	14.112	17.500	13483	0.000	-1.278	3.9	-4.7
10YR-72HR	B-DET 2	BASE	227.01	14.111	17.500	14471	0.000	-1.675	2.8	-8.7
10YR-72HR	C-DET 3	BASE	227.01	14.115	17.500	19093	-2.953	0.387	-9.0	14.2
10YR-72HR	D-DET 45	BASE	227.01	14.112	17.500	14735	0.000	0.043	4.8	4.6
10YR-72HR	K-lake 1	BASE	227.01	14.112	17.500	87269	0.431	0.361	20.7	13.5
10YR-72HR	L-CANAL	BASE	227.01	13.720	14.500	0	0.361	0.000	13.5	0.0
10YR-72HR	M-PreDev	BASE	227.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	229.01	14.095	17.500	13395	0.000	-0.994	3.9	-4.9
10YR-72HR	B-DET 2	BASE	229.01	14.095	17.500	14389	0.000	-1.307	2.8	-8.9
10YR-72HR	C-DET 3	BASE	229.01	14.097	17.500	18960	-2.301	0.275	-9.4	14.2

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	D-DET 45	BASE	229.01	14.095	17.500	14635	0.000	0.037	4.8	4.6
10YR-72HR	K-lake 1	BASE	229.01	14.094	17.500	87178	0.313	0.353	20.7	13.6
10YR-72HR	L-CANAL	BASE	229.01	13.720	14.500	0	0.353	0.000	13.6	0.0
10YR-72HR	M-PreDev	BASE	229.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	231.01	14.078	17.500	13306	0.000	-0.983	3.9	-5.1
10YR-72HR	B-DET 2	BASE	231.01	14.078	17.500	14305	0.000	-1.292	2.8	-9.2
10YR-72HR	C-DET 3	BASE	231.01	14.080	17.500	18836	-2.275	0.252	-9.8	14.3
10YR-72HR	D-DET 45	BASE	231.01	14.078	17.500	14537	0.000	0.036	4.8	4.6
10YR-72HR	K-lake 1	BASE	231.01	14.078	17.500	87090	0.288	0.345	20.8	13.7
10YR-72HR	L-CANAL	BASE	231.01	13.720	14.500	0	0.345	0.000	13.7	0.0
10YR-72HR	M-PreDev	BASE	231.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	233.01	14.062	17.500	13220	0.000	-0.971	3.9	-5.2
10YR-72HR	B-DET 2	BASE	233.01	14.061	17.500	14223	0.000	-1.276	2.8	-9.4
10YR-72HR	C-DET 3	BASE	233.01	14.064	17.500	18715	-2.247	0.226	-10.1	14.3
10YR-72HR	D-DET 45	BASE	233.01	14.061	17.500	14440	0.000	0.035	4.8	4.6
10YR-72HR	K-lake 1	BASE	233.01	14.061	17.500	87003	0.260	0.337	20.8	13.7
10YR-72HR	L-CANAL	BASE	233.01	13.720	14.500	0	0.337	0.000	13.7	0.0
10YR-72HR	M-PreDev	BASE	233.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	235.01	14.045	17.500	13133	0.000	-1.211	3.9	-5.4
10YR-72HR	B-DET 2	BASE	235.01	14.045	17.500	14140	0.000	-1.588	2.8	-9.6
10YR-72HR	C-DET 3	BASE	235.01	14.049	17.500	18604	-2.799	0.244	-10.6	14.4
10YR-72HR	D-DET 45	BASE	235.01	14.045	17.500	14345	0.000	0.034	4.8	4.6
10YR-72HR	K-lake 1	BASE	235.01	14.044	17.500	86917	0.278	0.328	20.9	13.8
10YR-72HR	L-CANAL	BASE	235.01	13.720	14.500	0	0.328	0.000	13.8	0.0
10YR-72HR	M-PreDev	BASE	235.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	237.01	14.030	17.500	13051	0.000	-1.190	3.9	-5.6
10YR-72HR	B-DET 2	BASE	237.01	14.029	17.500	14063	0.000	-1.560	2.8	-9.9
10YR-72HR	C-DET 3	BASE	237.01	14.033	17.500	18489	-2.750	0.188	-11.0	14.4
10YR-72HR	D-DET 45	BASE	237.01	14.029	17.500	14252	0.000	0.032	4.8	4.6
10YR-72HR	K-lake 1	BASE	237.01	14.028	17.500	86833	0.221	0.320	20.9	13.8
10YR-72HR	L-CANAL	BASE	237.01	13.720	14.500	0	0.320	0.000	13.8	0.0
10YR-72HR	M-PreDev	BASE	237.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	239.01	14.015	17.500	12974	0.000	-1.169	3.9	-5.8
10YR-72HR	B-DET 2	BASE	239.01	14.015	17.500	13990	0.000	-1.534	2.8	-10.1
10YR-72HR	C-DET 3	BASE	239.01	14.018	17.500	18381	-2.703	0.121	-11.5	14.4
10YR-72HR	D-DET 45	BASE	239.01	14.013	17.500	14161	0.000	0.031	4.8	4.7
10YR-72HR	K-lake 1	BASE	239.01	14.012	17.500	86749	0.151	0.312	20.9	13.9
10YR-72HR	L-CANAL	BASE	239.01	13.720	14.500	0	0.312	0.000	13.9	0.0
10YR-72HR	M-PreDev	BASE	239.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	241.01	14.004	17.500	12916	0.000	-1.168	3.9	-6.0
10YR-72HR	B-DET 2	BASE	241.01	14.004	17.500	13936	0.000	-1.530	2.8	-10.4
10YR-72HR	C-DET 3	BASE	241.01	14.008	17.500	18301	-2.698	0.064	-11.9	14.4
10YR-72HR	D-DET 45	BASE	241.01	14.000	17.500	14086	0.000	0.018	4.8	4.7
10YR-72HR	K-lake 1	BASE	241.01	13.995	17.500	86656	0.082	0.302	21.0	13.9
10YR-72HR	L-CANAL	BASE	241.01	13.720	14.500	0	0.302	0.000	13.9	0.0
10YR-72HR	M-PreDev	BASE	241.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	243.01	13.998	17.500	12882	0.000	-1.164	3.9	-6.2
10YR-72HR	B-DET 2	BASE	243.01	13.997	17.500	13904	0.000	-1.523	2.8	-10.6
10YR-72HR	C-DET 3	BASE	243.01	14.001	17.500	18254	-2.687	0.041	-12.4	14.4
10YR-72HR	D-DET 45	BASE	243.01	13.988	17.500	14017	0.000	0.027	4.8	4.7
10YR-72HR	K-lake 1	BASE	243.01	13.975	17.500	86555	0.068	0.291	21.0	14.0

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	L-CANAL	BASE	243.01	13.720	14.500	0	0.291	0.000	14.0	0.0
10YR-72HR	M-PreDev	BASE	243.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	245.01	13.991	17.500	12848	0.000	-1.157	3.9	-6.4
10YR-72HR	B-DET 2	BASE	245.01	13.991	17.500	13872	0.000	-1.515	2.8	-10.9
10YR-72HR	C-DET 3	BASE	245.01	13.995	17.500	18206	-2.672	0.046	-12.8	14.4
10YR-72HR	D-DET 45	BASE	245.01	13.973	17.500	13930	0.000	0.030	4.8	4.7
10YR-72HR	K-lake 1	BASE	245.01	13.957	17.500	86461	0.076	0.281	21.0	14.0
10YR-72HR	L-CANAL	BASE	245.01	13.720	14.500	0	0.281	0.000	14.0	0.0
10YR-72HR	M-PreDev	BASE	245.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	247.01	13.984	17.500	12808	0.000	-1.150	3.9	-6.6
10YR-72HR	B-DET 2	BASE	247.01	13.983	17.500	13834	0.000	-1.506	2.8	-11.1
10YR-72HR	C-DET 3	BASE	247.01	13.987	17.500	18150	-2.656	0.051	-13.2	14.5
10YR-72HR	D-DET 45	BASE	247.01	13.958	17.500	13838	0.000	0.031	4.8	4.7
10YR-72HR	K-lake 1	BASE	247.01	13.941	17.500	86374	0.082	0.271	21.0	14.1
10YR-72HR	L-CANAL	BASE	247.01	13.720	14.500	0	0.271	0.000	14.1	0.0
10YR-72HR	M-PreDev	BASE	247.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	249.01	13.975	17.500	12764	0.000	-1.143	3.9	-6.8
10YR-72HR	B-DET 2	BASE	249.01	13.975	17.500	13792	0.000	-1.497	2.8	-11.4
10YR-72HR	C-DET 3	BASE	249.01	13.979	17.500	18089	-2.640	0.055	-13.7	14.5
10YR-72HR	D-DET 45	BASE	249.01	13.942	17.500	13746	0.000	0.030	4.8	4.7
10YR-72HR	K-lake 1	BASE	249.01	13.925	17.500	86294	0.085	0.261	21.0	14.1
10YR-72HR	L-CANAL	BASE	249.01	13.720	14.500	0	0.261	0.000	14.1	0.0
10YR-72HR	M-PreDev	BASE	249.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	251.01	13.966	17.500	12717	0.000	-1.136	3.9	-6.9
10YR-72HR	B-DET 2	BASE	251.01	13.966	17.500	13748	0.000	-1.488	2.8	-11.6
10YR-72HR	C-DET 3	BASE	251.01	13.970	17.500	18023	-2.624	0.057	-14.1	14.5
10YR-72HR	D-DET 45	BASE	251.01	13.926	17.500	13655	0.000	0.029	4.8	4.7
10YR-72HR	K-lake 1	BASE	251.01	13.911	17.500	86219	0.086	0.252	21.0	14.2
10YR-72HR	L-CANAL	BASE	251.01	13.720	14.500	0	0.252	0.000	14.2	0.0
10YR-72HR	M-PreDev	BASE	251.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	253.01	13.957	17.500	12668	0.000	-1.129	3.9	-7.1
10YR-72HR	B-DET 2	BASE	253.01	13.957	17.500	13702	0.000	-1.478	2.8	-11.9
10YR-72HR	C-DET 3	BASE	253.01	13.961	17.500	17955	-2.607	0.059	-14.5	14.5
10YR-72HR	D-DET 45	BASE	253.01	13.911	17.500	13568	0.000	0.028	4.8	4.7
10YR-72HR	K-lake 1	BASE	253.01	13.897	17.500	86148	0.087	0.243	21.0	14.2
10YR-72HR	L-CANAL	BASE	253.01	13.720	14.500	0	0.243	0.000	14.2	0.0
10YR-72HR	M-PreDev	BASE	253.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	255.01	13.948	17.500	12617	0.000	-1.121	3.9	-7.3
10YR-72HR	B-DET 2	BASE	255.01	13.947	17.500	13654	0.000	-1.469	2.8	-12.1
10YR-72HR	C-DET 3	BASE	255.01	13.951	17.500	17884	-2.590	0.061	-15.0	14.5
10YR-72HR	D-DET 45	BASE	255.01	13.897	17.500	13485	0.000	0.026	4.8	4.7
10YR-72HR	K-lake 1	BASE	255.01	13.885	17.500	86082	0.087	0.234	21.1	14.2
10YR-72HR	L-CANAL	BASE	255.01	13.720	14.500	0	0.234	0.000	14.2	0.0
10YR-72HR	M-PreDev	BASE	255.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	257.01	13.938	17.500	12565	0.000	-1.114	3.9	-7.5
10YR-72HR	B-DET 2	BASE	257.01	13.937	17.500	13604	0.000	-1.459	2.8	-12.4
10YR-72HR	C-DET 3	BASE	257.01	13.941	17.500	17811	-2.572	0.062	-15.4	14.5
10YR-72HR	D-DET 45	BASE	257.01	13.883	17.500	13407	0.000	0.024	4.8	4.7
10YR-72HR	K-lake 1	BASE	257.01	13.873	17.500	86019	0.086	0.225	21.1	14.3
10YR-72HR	L-CANAL	BASE	257.01	13.720	14.500	0	0.225	0.000	14.3	0.0
10YR-72HR	M-PreDev	BASE	257.01	15.687	18.000	911332	0.000	0.000	12.4	0.0

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	A-DET 1	BASE	259.01	13.928	17.500	12512	0.000	-1.106	3.9	-7.7
10YR-72HR	B-DET 2	BASE	259.01	13.927	17.500	13554	0.000	-1.448	2.8	-12.6
10YR-72HR	C-DET 3	BASE	259.01	13.931	17.500	17737	-2.554	0.062	-15.8	14.5
10YR-72HR	D-DET 45	BASE	259.01	13.871	17.500	13333	0.000	0.023	4.8	4.7
10YR-72HR	K-lake 1	BASE	259.01	13.861	17.500	85959	0.085	0.217	21.1	14.3
10YR-72HR	L-CANAL	BASE	259.01	13.720	14.500	0	0.217	0.000	14.3	0.0
10YR-72HR	M-PreDev	BASE	259.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	261.01	13.918	17.500	12458	0.000	-1.098	3.9	-7.9
10YR-72HR	B-DET 2	BASE	261.01	13.917	17.500	13504	0.000	-1.438	2.8	-12.8
10YR-72HR	C-DET 3	BASE	261.01	13.921	17.500	17662	-2.536	0.063	-16.2	14.5
10YR-72HR	D-DET 45	BASE	261.01	13.859	17.500	13263	0.000	0.021	4.8	4.7
10YR-72HR	K-lake 1	BASE	261.01	13.850	17.500	85903	0.084	0.208	21.1	14.3
10YR-72HR	L-CANAL	BASE	261.01	13.720	14.500	0	0.208	0.000	14.3	0.0
10YR-72HR	M-PreDev	BASE	261.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	263.01	13.907	17.500	12404	0.000	-1.090	3.9	-8.0
10YR-72HR	B-DET 2	BASE	263.01	13.907	17.500	13453	0.000	-1.428	2.8	-13.1
10YR-72HR	C-DET 3	BASE	263.01	13.911	17.500	17586	-2.518	0.063	-16.7	14.5
10YR-72HR	D-DET 45	BASE	263.01	13.847	17.500	13198	0.000	0.020	4.8	4.7
10YR-72HR	K-lake 1	BASE	263.01	13.840	17.500	85849	0.083	0.200	21.1	14.4
10YR-72HR	L-CANAL	BASE	263.01	13.720	14.500	0	0.200	0.000	14.4	0.0
10YR-72HR	M-PreDev	BASE	263.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	265.01	13.897	17.500	12350	0.000	-1.082	3.9	-8.2
10YR-72HR	B-DET 2	BASE	265.01	13.897	17.500	13401	0.000	-1.417	2.8	-13.3
10YR-72HR	C-DET 3	BASE	265.01	13.901	17.500	17510	-2.499	0.062	-17.1	14.5
10YR-72HR	D-DET 45	BASE	265.01	13.837	17.500	13137	0.000	0.019	4.8	4.7
10YR-72HR	K-lake 1	BASE	265.01	13.831	17.500	85799	0.081	0.192	21.1	14.4
10YR-72HR	L-CANAL	BASE	265.01	13.720	14.500	0	0.192	0.000	14.4	0.0
10YR-72HR	M-PreDev	BASE	265.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	267.01	13.887	17.500	12296	0.000	-1.074	3.9	-8.4
10YR-72HR	B-DET 2	BASE	267.01	13.887	17.500	13350	0.000	-1.407	2.8	-13.5
10YR-72HR	C-DET 3	BASE	267.01	13.890	17.500	17435	-2.481	0.062	-17.5	14.6
10YR-72HR	D-DET 45	BASE	267.01	13.827	17.500	13079	0.000	0.017	4.8	4.7
10YR-72HR	K-lake 1	BASE	267.01	13.821	17.500	85751	0.079	0.184	21.1	14.4
10YR-72HR	L-CANAL	BASE	267.01	13.720	14.500	0	0.184	0.000	14.4	0.0
10YR-72HR	M-PreDev	BASE	267.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	269.01	13.877	17.500	12242	0.000	-1.066	3.9	-8.6
10YR-72HR	B-DET 2	BASE	269.01	13.877	17.500	13300	0.000	-1.396	2.8	-13.8
10YR-72HR	C-DET 3	BASE	269.01	13.880	17.500	17359	-2.462	0.061	-17.9	14.6
10YR-72HR	D-DET 45	BASE	269.01	13.818	17.500	13025	0.000	0.016	4.8	4.7
10YR-72HR	K-lake 1	BASE	269.01	13.813	17.500	85706	0.077	0.176	21.2	14.5
10YR-72HR	L-CANAL	BASE	269.01	13.720	14.500	0	0.176	0.000	14.5	0.0
10YR-72HR	M-PreDev	BASE	269.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	271.01	13.867	17.500	12189	0.000	-1.058	3.9	-8.8
10YR-72HR	B-DET 2	BASE	271.01	13.866	17.500	13249	0.000	-1.386	2.8	-14.0
10YR-72HR	C-DET 3	BASE	271.01	13.870	17.500	17285	-2.443	0.060	-18.3	14.6
10YR-72HR	D-DET 45	BASE	271.01	13.809	17.500	12975	0.000	0.015	4.8	4.7
10YR-72HR	K-lake 1	BASE	271.01	13.805	17.500	85664	0.076	0.168	21.2	14.5
10YR-72HR	L-CANAL	BASE	271.01	13.720	14.500	0	0.168	0.000	14.5	0.0
10YR-72HR	M-PreDev	BASE	271.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	273.01	13.857	17.500	12136	0.000	-1.050	3.9	-8.9
10YR-72HR	B-DET 2	BASE	273.01	13.857	17.500	13199	0.000	-1.375	2.8	-14.2

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	C-DET 3	BASE	273.01	13.860	17.500	17211	-2.425	0.059	-18.7	14.6
10YR-72HR	D-DET 45	BASE	273.01	13.801	17.500	12927	0.000	0.014	4.8	4.7
10YR-72HR	K-lake 1	BASE	273.01	13.797	17.500	85624	0.073	0.160	21.2	14.5
10YR-72HR	L-CANAL	BASE	273.01	13.720	14.500	0	0.160	0.000	14.5	0.0
10YR-72HR	M-PreDev	BASE	273.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	275.01	13.847	17.500	12084	0.000	-1.042	3.9	-9.1
10YR-72HR	B-DET 2	BASE	275.01	13.847	17.500	13150	0.000	-1.365	2.8	-14.5
10YR-72HR	C-DET 3	BASE	275.01	13.850	17.500	17139	-2.406	0.058	-19.1	14.6
10YR-72HR	D-DET 45	BASE	275.01	13.793	17.500	12883	0.000	0.013	4.8	4.7
10YR-72HR	K-lake 1	BASE	275.01	13.790	17.500	85587	0.071	0.153	21.2	14.6
10YR-72HR	L-CANAL	BASE	275.01	13.720	14.500	0	0.153	0.000	14.6	0.0
10YR-72HR	M-PreDev	BASE	275.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	277.01	13.838	17.500	12034	0.000	-1.034	3.9	-9.3
10YR-72HR	B-DET 2	BASE	277.01	13.837	17.500	13102	0.000	-1.354	2.8	-14.7
10YR-72HR	C-DET 3	BASE	277.01	13.841	17.500	17067	-2.388	0.057	-19.5	14.6
10YR-72HR	D-DET 45	BASE	277.01	13.786	17.500	12842	0.000	0.012	4.8	4.7
10YR-72HR	K-lake 1	BASE	277.01	13.783	17.500	85552	0.069	0.145	21.2	14.6
10YR-72HR	L-CANAL	BASE	277.01	13.720	14.500	0	0.145	0.000	14.6	0.0
10YR-72HR	M-PreDev	BASE	277.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	279.01	13.828	17.500	11984	0.000	-1.026	3.9	-9.4
10YR-72HR	B-DET 2	BASE	279.01	13.828	17.500	13056	0.000	-1.344	2.8	-14.9
10YR-72HR	C-DET 3	BASE	279.01	13.831	17.500	16998	-2.371	0.055	-19.9	14.6
10YR-72HR	D-DET 45	BASE	279.01	13.779	17.500	12803	0.000	0.011	4.8	4.7
10YR-72HR	K-lake 1	BASE	279.01	13.777	17.500	85519	0.067	0.138	21.2	14.6
10YR-72HR	L-CANAL	BASE	279.01	13.720	14.500	0	0.138	0.000	14.6	0.0
10YR-72HR	M-PreDev	BASE	279.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	281.01	13.819	17.500	11935	0.000	-1.019	3.9	-9.6
10YR-72HR	B-DET 2	BASE	281.01	13.819	17.500	13010	0.000	-1.335	2.8	-15.1
10YR-72HR	C-DET 3	BASE	281.01	13.822	17.500	16930	-2.354	0.053	-20.3	14.6
10YR-72HR	D-DET 45	BASE	281.01	13.773	17.500	12767	0.000	0.011	4.8	4.7
10YR-72HR	K-lake 1	BASE	281.01	13.771	17.500	85488	0.064	0.130	21.2	14.6
10YR-72HR	L-CANAL	BASE	281.01	13.720	14.500	0	0.130	0.000	14.6	0.0
10YR-72HR	M-PreDev	BASE	281.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	283.01	13.810	17.500	11888	0.000	-1.012	3.9	-9.8
10YR-72HR	B-DET 2	BASE	283.01	13.810	17.500	12965	0.000	-1.325	2.8	-15.3
10YR-72HR	C-DET 3	BASE	283.01	13.813	17.500	16864	-2.337	0.052	-20.7	14.6
10YR-72HR	D-DET 45	BASE	283.01	13.767	17.500	12733	0.000	0.010	4.8	4.7
10YR-72HR	K-lake 1	BASE	283.01	13.766	17.500	85459	0.061	0.123	21.2	14.6
10YR-72HR	L-CANAL	BASE	283.01	13.720	14.500	0	0.123	0.000	14.6	0.0
10YR-72HR	M-PreDev	BASE	283.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	285.01	13.802	17.500	11843	0.000	-1.005	3.9	-10.0
10YR-72HR	B-DET 2	BASE	285.01	13.801	17.500	12922	0.000	-1.316	2.8	-15.6
10YR-72HR	C-DET 3	BASE	285.01	13.805	17.500	16801	-2.321	0.050	-21.1	14.6
10YR-72HR	D-DET 45	BASE	285.01	13.762	17.500	12702	0.000	0.009	4.8	4.7
10YR-72HR	K-lake 1	BASE	285.01	13.761	17.500	85433	0.059	0.116	21.2	14.7
10YR-72HR	L-CANAL	BASE	285.01	13.720	14.500	0	0.116	0.000	14.7	0.0
10YR-72HR	M-PreDev	BASE	285.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	287.01	13.793	17.500	11799	0.000	-0.998	3.9	-10.1
10YR-72HR	B-DET 2	BASE	287.01	13.793	17.500	12881	0.000	-1.307	2.8	-15.8
10YR-72HR	C-DET 3	BASE	287.01	13.797	17.500	16739	-2.306	0.048	-21.4	14.6
10YR-72HR	D-DET 45	BASE	287.01	13.757	17.500	12673	0.000	0.008	4.8	4.7

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	K-lake 1	BASE	287.01	13.756	17.500	85408	0.056	0.109	21.3	14.7
10YR-72HR	L-CANAL	BASE	287.01	13.720	14.500	0	0.109	0.000	14.7	0.0
10YR-72HR	M-PreDev	BASE	287.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	289.01	13.785	17.500	11757	0.000	-0.992	3.9	-10.3
10YR-72HR	B-DET 2	BASE	289.01	13.785	17.500	12841	0.000	-1.299	2.8	-16.0
10YR-72HR	C-DET 3	BASE	289.01	13.789	17.500	16681	-2.291	0.046	-21.8	14.7
10YR-72HR	D-DET 45	BASE	289.01	13.752	17.500	12647	0.000	0.008	4.8	4.7
10YR-72HR	K-lake 1	BASE	289.01	13.751	17.500	85385	0.053	0.102	21.3	14.7
10YR-72HR	L-CANAL	BASE	289.01	13.720	14.500	0	0.102	0.000	14.7	0.0
10YR-72HR	M-PreDev	BASE	289.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	291.01	13.778	17.500	11717	0.000	-0.986	3.9	-10.4
10YR-72HR	B-DET 2	BASE	291.01	13.778	17.500	12803	0.000	-1.291	2.8	-16.2
10YR-72HR	C-DET 3	BASE	291.01	13.781	17.500	16624	-2.277	0.043	-22.2	14.7
10YR-72HR	D-DET 45	BASE	291.01	13.748	17.500	12622	0.000	0.007	4.8	4.7
10YR-72HR	K-lake 1	BASE	291.01	13.747	17.500	85364	0.051	0.095	21.3	14.7
10YR-72HR	L-CANAL	BASE	291.01	13.720	14.500	0	0.095	0.000	14.7	0.0
10YR-72HR	M-PreDev	BASE	291.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	293.01	13.771	17.500	11679	0.000	-0.980	3.9	-10.6
10YR-72HR	B-DET 2	BASE	293.01	13.771	17.500	12767	0.000	-1.283	2.8	-16.4
10YR-72HR	C-DET 3	BASE	293.01	13.774	17.500	16571	-2.263	0.041	-22.6	14.7
10YR-72HR	D-DET 45	BASE	293.01	13.744	17.500	12600	0.000	0.006	4.8	4.7
10YR-72HR	K-lake 1	BASE	293.01	13.744	17.500	85344	0.048	0.089	21.3	14.7
10YR-72HR	L-CANAL	BASE	293.01	13.720	14.500	0	0.089	0.000	14.7	0.0
10YR-72HR	M-PreDev	BASE	293.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	295.01	13.764	17.500	11643	0.000	-0.974	3.9	-10.8
10YR-72HR	B-DET 2	BASE	295.01	13.764	17.500	12733	0.000	-1.276	2.8	-16.6
10YR-72HR	C-DET 3	BASE	295.01	13.767	17.500	16521	-2.250	0.039	-22.9	14.7
10YR-72HR	D-DET 45	BASE	295.01	13.741	17.500	12579	0.000	0.006	4.8	4.7
10YR-72HR	K-lake 1	BASE	295.01	13.740	17.500	85326	0.045	0.082	21.3	14.7
10YR-72HR	L-CANAL	BASE	295.01	13.720	14.500	0	0.082	0.000	14.7	0.0
10YR-72HR	M-PreDev	BASE	295.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	297.01	13.758	17.500	11609	0.000	-0.969	3.9	-10.9
10YR-72HR	B-DET 2	BASE	297.01	13.757	17.500	12701	0.000	-1.269	2.8	-16.8
10YR-72HR	C-DET 3	BASE	297.01	13.761	17.500	16473	-2.238	0.036	-23.3	14.7
10YR-72HR	D-DET 45	BASE	297.01	13.738	17.500	12560	0.000	0.005	4.8	4.7
10YR-72HR	K-lake 1	BASE	297.01	13.737	17.500	85310	0.042	0.075	21.3	14.8
10YR-72HR	L-CANAL	BASE	297.01	13.720	14.500	0	0.075	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	297.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	299.01	13.752	17.500	11578	0.000	-0.964	3.9	-11.1
10YR-72HR	B-DET 2	BASE	299.01	13.751	17.500	12672	0.000	-1.263	2.8	-17.1
10YR-72HR	C-DET 3	BASE	299.01	13.755	17.500	16429	-2.227	0.034	-23.7	14.7
10YR-72HR	D-DET 45	BASE	299.01	13.735	17.500	12543	0.000	0.005	4.8	4.7
10YR-72HR	K-lake 1	BASE	299.01	13.734	17.500	85295	0.039	0.069	21.3	14.8
10YR-72HR	L-CANAL	BASE	299.01	13.720	14.500	0	0.069	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	299.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	301.01	13.746	17.500	11549	0.000	-0.960	3.9	-11.2
10YR-72HR	B-DET 2	BASE	301.01	13.746	17.500	12644	0.000	-1.257	2.8	-17.3
10YR-72HR	C-DET 3	BASE	301.01	13.749	17.500	16388	-2.218	0.031	-24.1	14.7
10YR-72HR	D-DET 45	BASE	301.01	13.732	17.500	12528	0.000	0.004	4.8	4.7
10YR-72HR	K-lake 1	BASE	301.01	13.732	17.500	85282	0.036	0.062	21.3	14.8
10YR-72HR	L-CANAL	BASE	301.01	13.720	14.500	0	0.062	0.000	14.8	0.0

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	M-PreDev	BASE	301.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	303.01	13.741	17.500	11522	0.000	-0.956	3.9	-11.4
10YR-72HR	B-DET 2	BASE	303.01	13.741	17.500	12619	0.000	-1.252	2.8	-17.5
10YR-72HR	C-DET 3	BASE	303.01	13.744	17.500	16351	-2.209	0.029	-24.4	14.7
10YR-72HR	D-DET 45	BASE	303.01	13.730	17.500	12514	0.000	0.004	4.8	4.7
10YR-72HR	K-lake 1	BASE	303.01	13.729	17.500	85270	0.033	0.056	21.3	14.8
10YR-72HR	L-CANAL	BASE	303.01	13.720	14.500	0	0.056	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	303.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	305.01	13.737	17.500	11498	0.000	-0.953	3.9	-11.6
10YR-72HR	B-DET 2	BASE	305.01	13.736	17.500	12596	0.000	-1.248	2.8	-17.7
10YR-72HR	C-DET 3	BASE	305.01	13.740	17.500	16317	-2.201	0.026	-24.8	14.7
10YR-72HR	D-DET 45	BASE	305.01	13.728	17.500	12502	0.000	0.003	4.8	4.7
10YR-72HR	K-lake 1	BASE	305.01	13.727	17.500	85260	0.030	0.050	21.3	14.8
10YR-72HR	L-CANAL	BASE	305.01	13.720	14.500	0	0.050	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	305.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	307.01	13.733	17.500	11476	0.000	-0.950	3.9	-11.7
10YR-72HR	B-DET 2	BASE	307.01	13.732	17.500	12576	0.000	-1.244	2.8	-17.9
10YR-72HR	C-DET 3	BASE	307.01	13.736	17.500	16287	-2.194	0.024	-25.1	14.7
10YR-72HR	D-DET 45	BASE	307.01	13.726	17.500	12492	0.000	0.003	4.8	4.7
10YR-72HR	K-lake 1	BASE	307.01	13.726	17.500	85250	0.027	0.043	21.3	14.8
10YR-72HR	L-CANAL	BASE	307.01	13.720	14.500	0	0.043	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	307.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	309.01	13.729	17.500	11457	0.000	-0.948	3.9	-11.9
10YR-72HR	B-DET 2	BASE	309.01	13.729	17.500	12558	0.000	-1.241	2.8	-18.1
10YR-72HR	C-DET 3	BASE	309.01	13.732	17.500	16261	-2.189	0.021	-25.5	14.7
10YR-72HR	D-DET 45	BASE	309.01	13.724	17.500	12483	0.000	0.002	4.8	4.7
10YR-72HR	K-lake 1	BASE	309.01	13.724	17.500	85242	0.024	0.037	21.3	14.8
10YR-72HR	L-CANAL	BASE	309.01	13.720	14.500	0	0.037	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	309.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	311.01	13.726	17.500	11441	0.000	-0.946	3.9	-12.0
10YR-72HR	B-DET 2	BASE	311.01	13.726	17.500	12543	0.000	-1.238	2.8	-18.3
10YR-72HR	C-DET 3	BASE	311.01	13.729	17.500	16239	-2.184	0.019	-25.9	14.7
10YR-72HR	D-DET 45	BASE	311.01	13.723	17.500	12475	0.000	0.002	4.8	4.7
10YR-72HR	K-lake 1	BASE	311.01	13.723	17.500	85236	0.021	0.031	21.3	14.8
10YR-72HR	L-CANAL	BASE	311.01	13.720	14.500	0	0.031	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	311.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	313.01	13.724	17.500	11428	0.000	-0.945	3.9	-12.2
10YR-72HR	B-DET 2	BASE	313.01	13.723	17.500	12531	0.000	-1.237	2.8	-18.5
10YR-72HR	C-DET 3	BASE	313.01	13.727	17.500	16220	-2.182	0.017	-26.2	14.7
10YR-72HR	D-DET 45	BASE	313.01	13.722	17.500	12469	0.000	0.002	4.8	4.7
10YR-72HR	K-lake 1	BASE	313.01	13.722	17.500	85230	0.018	0.025	21.3	14.8
10YR-72HR	L-CANAL	BASE	313.01	13.720	14.500	0	0.025	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	313.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	315.01	13.722	17.500	11418	0.000	-0.945	3.9	-12.3
10YR-72HR	B-DET 2	BASE	315.01	13.722	17.500	12521	0.000	-1.237	2.8	-18.7
10YR-72HR	C-DET 3	BASE	315.01	13.725	17.500	16207	-2.182	0.015	-26.6	14.7
10YR-72HR	D-DET 45	BASE	315.01	13.721	17.500	12464	0.000	0.001	4.8	4.7
10YR-72HR	K-lake 1	BASE	315.01	13.721	17.500	85226	0.016	0.018	21.3	14.8
10YR-72HR	L-CANAL	BASE	315.01	13.720	14.500	0	0.018	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	315.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	317.01	13.721	17.500	11413	0.000	-0.946	3.9	-12.5

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	B-DET 2	BASE	317.01	13.721	17.500	12516	0.000	-1.237	2.8	-18.9
10YR-72HR	C-DET 3	BASE	317.01	13.724	17.500	16199	-2.183	0.014	-27.0	14.7
10YR-72HR	D-DET 45	BASE	317.01	13.720	17.500	12460	0.000	0.001	4.8	4.7
10YR-72HR	K-lake 1	BASE	317.01	13.720	17.500	85223	0.015	0.011	21.3	14.8
10YR-72HR	L-CANAL	BASE	317.01	13.720	14.500	0	0.011	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	317.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	319.01	13.720	17.500	11409	0.000	-0.946	3.9	-12.7
10YR-72HR	B-DET 2	BASE	319.01	13.720	17.500	12512	0.000	-1.237	2.8	-19.1
10YR-72HR	C-DET 3	BASE	319.01	13.723	17.500	16193	-2.182	0.013	-27.3	14.7
10YR-72HR	D-DET 45	BASE	319.01	13.720	17.500	12459	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	319.01	13.720	17.500	85221	0.014	0.005	21.3	14.8
10YR-72HR	L-CANAL	BASE	319.01	13.720	14.500	0	0.005	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	319.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	321.01	13.720	17.500	11407	0.000	-0.945	3.9	-12.8
10YR-72HR	B-DET 2	BASE	321.01	13.719	17.500	12510	0.000	-1.237	2.8	-19.3
10YR-72HR	C-DET 3	BASE	321.01	13.723	17.500	16190	-2.182	0.013	-27.7	14.7
10YR-72HR	D-DET 45	BASE	321.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	321.01	13.720	17.500	85221	0.013	0.002	21.3	14.8
10YR-72HR	L-CANAL	BASE	321.01	13.720	14.500	0	0.002	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	321.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	323.01	13.719	17.500	11405	0.000	-0.945	3.9	-13.0
10YR-72HR	B-DET 2	BASE	323.01	13.719	17.500	12509	0.000	-1.237	2.8	-19.5
10YR-72HR	C-DET 3	BASE	323.01	13.723	17.500	16188	-2.182	0.012	-28.0	14.7
10YR-72HR	D-DET 45	BASE	323.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	323.01	13.720	17.500	85221	0.012	0.001	21.3	14.8
10YR-72HR	L-CANAL	BASE	323.01	13.720	14.500	0	0.001	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	323.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	325.01	13.719	17.500	11404	0.000	-0.945	3.9	-13.1
10YR-72HR	B-DET 2	BASE	325.01	13.719	17.500	12508	0.000	-1.237	2.8	-19.7
10YR-72HR	C-DET 3	BASE	325.01	13.722	17.500	16186	-2.182	0.011	-28.4	14.7
10YR-72HR	D-DET 45	BASE	325.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	325.01	13.720	17.500	85221	0.011	0.001	21.3	14.8
10YR-72HR	L-CANAL	BASE	325.01	13.720	14.500	0	0.001	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	325.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	327.01	13.719	17.500	11403	0.000	-0.945	3.9	-13.3
10YR-72HR	B-DET 2	BASE	327.01	13.719	17.500	12507	0.000	-1.237	2.8	-19.9
10YR-72HR	C-DET 3	BASE	327.01	13.722	17.500	16185	-2.182	0.011	-28.8	14.7
10YR-72HR	D-DET 45	BASE	327.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	327.01	13.720	17.500	85221	0.011	0.000	21.3	14.8
10YR-72HR	L-CANAL	BASE	327.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	327.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	329.01	13.719	17.500	11403	0.000	-0.945	3.9	-13.4
10YR-72HR	B-DET 2	BASE	329.01	13.719	17.500	12507	0.000	-1.237	2.8	-20.1
10YR-72HR	C-DET 3	BASE	329.01	13.722	17.500	16185	-2.182	0.011	-29.1	14.7
10YR-72HR	D-DET 45	BASE	329.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	329.01	13.720	17.500	85221	0.011	0.000	21.3	14.8
10YR-72HR	L-CANAL	BASE	329.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	329.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	331.01	13.719	17.500	11403	0.000	-0.945	3.9	-13.6
10YR-72HR	B-DET 2	BASE	331.01	13.719	17.500	12506	0.000	-1.236	2.8	-20.3
10YR-72HR	C-DET 3	BASE	331.01	13.722	17.500	16185	-2.182	0.011	-29.5	14.7

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	D-DET 45	BASE	331.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	331.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	331.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	331.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	333.01	13.719	17.500	11402	0.000	-0.945	3.9	-13.8
10YR-72HR	B-DET 2	BASE	333.01	13.719	17.500	12506	0.000	-1.236	2.8	-20.5
10YR-72HR	C-DET 3	BASE	333.01	13.722	17.500	16184	-2.182	0.011	-29.8	14.7
10YR-72HR	D-DET 45	BASE	333.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	333.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	333.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	333.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	335.01	13.719	17.500	11402	0.000	-0.945	3.9	-13.9
10YR-72HR	B-DET 2	BASE	335.01	13.719	17.500	12506	0.000	-1.236	2.8	-20.7
10YR-72HR	C-DET 3	BASE	335.01	13.722	17.500	16184	-2.182	0.011	-30.2	14.7
10YR-72HR	D-DET 45	BASE	335.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	335.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	335.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	335.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	337.01	13.719	17.500	11402	0.000	-0.945	3.9	-14.1
10YR-72HR	B-DET 2	BASE	337.01	13.719	17.500	12506	0.000	-1.236	2.8	-21.0
10YR-72HR	C-DET 3	BASE	337.01	13.722	17.500	16184	-2.182	0.011	-30.6	14.7
10YR-72HR	D-DET 45	BASE	337.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	337.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	337.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	337.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	339.01	13.719	17.500	11402	0.000	-0.945	3.9	-14.2
10YR-72HR	B-DET 2	BASE	339.01	13.719	17.500	12506	0.000	-1.236	2.8	-21.2
10YR-72HR	C-DET 3	BASE	339.01	13.722	17.500	16184	-2.182	0.011	-30.9	14.7
10YR-72HR	D-DET 45	BASE	339.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	339.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	339.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	339.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	341.01	13.719	17.500	11402	0.000	-0.945	3.9	-14.4
10YR-72HR	B-DET 2	BASE	341.01	13.719	17.500	12506	0.000	-1.236	2.8	-21.4
10YR-72HR	C-DET 3	BASE	341.01	13.722	17.500	16184	-2.182	0.011	-31.3	14.7
10YR-72HR	D-DET 45	BASE	341.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	341.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	341.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	341.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	343.01	13.719	17.500	11402	0.000	-0.945	3.9	-14.5
10YR-72HR	B-DET 2	BASE	343.01	13.719	17.500	12506	0.000	-1.236	2.8	-21.6
10YR-72HR	C-DET 3	BASE	343.01	13.722	17.500	16184	-2.182	0.011	-31.6	14.7
10YR-72HR	D-DET 45	BASE	343.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	343.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	343.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	343.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	345.01	13.719	17.500	11402	0.000	-0.945	3.9	-14.7
10YR-72HR	B-DET 2	BASE	345.01	13.719	17.500	12506	0.000	-1.236	2.8	-21.8
10YR-72HR	C-DET 3	BASE	345.01	13.722	17.500	16184	-2.182	0.011	-32.0	14.7
10YR-72HR	D-DET 45	BASE	345.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	345.01	13.720	17.500	85221	0.011	0.000	21.4	14.8

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	L-CANAL	BASE	345.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	345.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	347.01	13.719	17.500	11402	0.000	-0.945	3.9	-14.8
10YR-72HR	B-DET 2	BASE	347.01	13.719	17.500	12506	0.000	-1.236	2.8	-22.0
10YR-72HR	C-DET 3	BASE	347.01	13.722	17.500	16184	-2.182	0.011	-32.4	14.7
10YR-72HR	D-DET 45	BASE	347.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	347.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	347.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	347.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	349.01	13.719	17.500	11402	0.000	-0.945	3.9	-15.0
10YR-72HR	B-DET 2	BASE	349.01	13.719	17.500	12506	0.000	-1.236	2.8	-22.2
10YR-72HR	C-DET 3	BASE	349.01	13.722	17.500	16184	-2.182	0.011	-32.7	14.8
10YR-72HR	D-DET 45	BASE	349.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	349.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	349.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	349.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	351.01	13.719	17.500	11402	0.000	-0.945	3.9	-15.2
10YR-72HR	B-DET 2	BASE	351.01	13.719	17.500	12506	0.000	-1.236	2.8	-22.4
10YR-72HR	C-DET 3	BASE	351.01	13.722	17.500	16184	-2.182	0.011	-33.1	14.8
10YR-72HR	D-DET 45	BASE	351.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	351.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	351.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	351.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	353.01	13.719	17.500	11402	0.000	-0.945	3.9	-15.3
10YR-72HR	B-DET 2	BASE	353.01	13.719	17.500	12506	0.000	-1.236	2.8	-22.6
10YR-72HR	C-DET 3	BASE	353.01	13.722	17.500	16184	-2.182	0.011	-33.4	14.8
10YR-72HR	D-DET 45	BASE	353.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	353.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	353.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	353.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	355.01	13.719	17.500	11402	0.000	-0.945	3.9	-15.5
10YR-72HR	B-DET 2	BASE	355.01	13.719	17.500	12506	0.000	-1.236	2.8	-22.8
10YR-72HR	C-DET 3	BASE	355.01	13.722	17.500	16184	-2.182	0.011	-33.8	14.8
10YR-72HR	D-DET 45	BASE	355.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	355.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	355.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	355.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	357.01	13.719	17.500	11402	0.000	-0.945	3.9	-15.6
10YR-72HR	B-DET 2	BASE	357.01	13.719	17.500	12506	0.000	-1.236	2.8	-23.0
10YR-72HR	C-DET 3	BASE	357.01	13.722	17.500	16184	-2.182	0.011	-34.2	14.8
10YR-72HR	D-DET 45	BASE	357.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	357.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	357.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	357.01	15.687	18.000	911332	0.000	0.000	12.4	0.0
10YR-72HR	A-DET 1	BASE	359.01	13.719	17.500	11402	0.000	-0.945	3.9	-15.8
10YR-72HR	B-DET 2	BASE	359.01	13.719	17.500	12506	0.000	-1.236	2.8	-23.2
10YR-72HR	C-DET 3	BASE	359.01	13.722	17.500	16184	-2.182	0.011	-34.5	14.8
10YR-72HR	D-DET 45	BASE	359.01	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	359.01	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	359.01	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	359.01	15.687	18.000	911332	0.000	0.000	12.4	0.0

Simulation	Node	Group	Time hrs	Stage ft	Warning Stage ft	Surface Area ft2	Total Inflow cfs	Total Outflow cfs	Total Vol In af	Total Vol Out af
10YR-72HR	A-DET 1	BASE	360.00	13.719	17.500	11402	0.000	-0.945	3.9	-15.9
10YR-72HR	B-DET 2	BASE	360.00	13.719	17.500	12506	0.000	-1.236	2.8	-23.3
10YR-72HR	C-DET 3	BASE	360.00	13.722	17.500	16184	-2.182	0.011	-34.7	14.8
10YR-72HR	D-DET 45	BASE	360.00	13.720	17.500	12458	0.000	0.000	4.8	4.7
10YR-72HR	K-lake 1	BASE	360.00	13.720	17.500	85221	0.011	0.000	21.4	14.8
10YR-72HR	L-CANAL	BASE	360.00	13.720	14.500	0	0.000	0.000	14.8	0.0
10YR-72HR	M-PreDev	BASE	360.00	15.687	18.000	911332	0.000	0.000	12.4	0.0

Appendix

The next step is to compute the project-specific S-value to use for determining the runoff volume which will be discharged from the site. The depth to the water table will be 3 feet (17.0 - 14.0 = 3.0), consequently the total amount of water which can be stored under pervious surfaces will be 4.95 inches. If 15% of the project will be in lakes and 35% will be covered by impervious surfaces, then the remainder, or 50% will be pervious areas and the appropriate weighted S-value will be:

$$4.95" \times (1 - (.15+.35)) = 2.48" = S$$

Figure E-1 is a graphical representation of the cumulative water storage capabilities of the soil profile for the developed and undisturbed conditions versus the depth to the average wet season water table for the typical sandy soils found within the South Florida Water Management District boundaries.

In about April, 1993, the US SCS furnished the District test data for Immokalee and Riviera soils which show less soil storage than the typical soils described above. The following table shows the average values as compared to the typical values (Coastal). Although the lesser storage values result in higher SCS runoff curve numbers, the depressional and flatwoods soils typically are in flat and depressed areas with standing water, thus the areas have low runoff potential.

SOIL STORAGE

Depth to W.T.	Coastal (1) Stor. (In.)	CN	Flatwoods (2) Stor. (In.)	CN	Depressional (3) Stor. (In.)	CN
1'	0.6	94	0.6	94	0.6	94
2'	2.5	80	2.5	80	2.1	83
3'	6.6	60	5.4	65	4.4	69
4'	10.9	48	9.0	53	6.8	60

(1) Sandy soils 0 - 40" thick with water tables dropping below 40" - St. Lucie series is representative

(2) Water tables 15" - 40" - Immokalee series is representative

(3) Water tables above ground - 15" - Riviera and Pompano series are representative

Figure E-1 is also a graphical comparison of the cumulative water storage capabilities of the soil profile for flatwoods and depressional storage.

Table 2-2a Runoff curve numbers for urban areas [1/]

Cover description		Curve numbers for hydrologic soil group			
Cover type and hydrologic condition	Average percent impervious area [2/]	A	B	C	D
Fully developed urban areas (vegetation established)					
Open space (lawns, parks, golf courses, cemeteries, etc.) [3/]:					
Poor condition (grass cover < 50%)		68	79	86	89
Fair condition (grass cover 50% to 75%)		49	69	79	84
Good condition (grass cover > 75%)		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)		98	98	98	98
Streets and roads:					
Paved; curbs and storm sewers (excluding right-of-way)		98	98	98	98
Paved; open ditches (including right-of-way)		83	89	92	93
Gravel (including right-of-way)		76	85	89	91
Dirt (including right-of-way)		72	82	87	89
Western desert urban areas:					
Natural desert landscaping (pervious areas only) [4/]		63	77	85	88
Artificial desert landscaping (impervious weed barrier, desert shrub with 1- to 2-inch sand or gravel mulch and basin borders)		96	96	96	96
Urban districts:					
Commercial and business	85	89	92	94	95
Industrial	72	81	88	91	93
Residential districts by average lot size:					
1/8 acre or less (town houses)	65	77	85	90	92
1/4 acre	38	61	75	83	87
1/3 acre	30	57	72	81	86
1/2 acre	25	54	70	80	85
1 acre	20	51	68	79	84
2 acres	12	46	65	77	82
Developing urban areas					
Newly graded areas (pervious areas only, no vegetation) [5/]		77	86	91	94
Idle lands (CN's are determined using cover types similar to those in table 2-2c).					

1 Average runoff condition, and $I_a = 0.2S$.

2 The average percent impervious area shown was used to develop the composite CN's. Other assumptions are as follows: impervious areas are directly connected to the drainage system, impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. CN's for other combinations of conditions may be computed using figure 2-3 or 2-4.

3 CN's shown are equivalent to those of pasture. Composite CN's may be computed for other combinations of open space cover type.

4 Composite CN's for natural desert landscaping should be computed using figures 2-3 or 2-4 based on the impervious area percentage (CN = 98) and the pervious area CN. The pervious area CN's are assumed equivalent to desert shrub in poor hydrologic condition.

5 Composite CN's to use for the design of temporary measures during grading and construction should be computed using figure 2-3 or 2-4 based on the degree of development (impervious area percentage) and the CN's for the newly graded pervious areas.

Table 2-2b Runoff curve numbers for cultivated agricultural lands [1/]

Cover description			Curve numbers for hydrologic soil group			
Cover type	Treatment [2/]	Hydrologic condition [3/]	A	B	C	D
Fallow	Bare soil	—	77	86	91	94
	Crop residue cover (CR)	Poor	76	85	90	93
		Good	74	83	88	90
Row crops	Straight row (SR)	Poor	72	81	88	91
		Good	67	78	85	89
	SR + CR	Poor	71	80	87	90
		Good	64	75	82	85
	Contoured (C)	Poor	70	79	84	88
		Good	65	75	82	86
	C + CR	Poor	69	78	83	87
		Good	64	74	81	85
	Contoured & terraced (C&T)	Poor	66	74	80	82
		Good	62	71	78	81
	C&T+ CR	Poor	65	73	79	81
		Good	61	70	77	80
Small grain	SR	Poor	65	76	84	88
		Good	63	75	83	87
	SR + CR	Poor	64	75	83	86
		Good	60	72	80	84
	C	Poor	63	74	82	85
		Good	61	73	81	84
	C + CR	Poor	62	73	81	84
		Good	60	72	80	83
	C&T	Poor	61	72	79	82
		Good	59	70	78	81
	C&T+ CR	Poor	60	71	78	81
		Good	58	69	77	80
Close-seeded or broadcast legumes or rotation meadow	SR	Poor	66	77	85	89
		Good	58	72	81	85
	C	Poor	64	75	83	85
		Good	55	69	78	83
	C&T	Poor	63	73	80	83
		Good	51	67	76	80

[1] Average runoff condition, and I_a=0.2S

[2] Crop residue cover applies only if residue is on at least 5% of the surface throughout the year.

[3] Hydraulic condition is based on combination factors that affect infiltration and runoff, including (a) density and canopy of vegetative areas, (b) amount of year-round cover, (c) amount of grass or close-seeded legumes, (d) percent of residue cover on the land surface (good ≥ 20%), and (e) degree of surface roughness.

Poor: Factors impair infiltration and tend to increase runoff.

Good: Factors encourage average and better than average infiltration and tend to decrease runoff.

Table 2-2c Runoff curve numbers for other agricultural lands [1/]

Cover description		Curve numbers for hydrologic soil group			
Cover type	Hydrologic condition	A	B	C	D
Pasture, grassland, or range—continuous forage for grazing. [2/]	Poor	68	79	86	89
	Fair	49	69	79	84
	Good	39	61	74	80
Meadow—continuous grass, protected from grazing and generally mowed for hay.	—	30	58	71	78
Brush—brush-weed-grass mixture with brush the major element. [3/]	Poor	48	67	77	83
	Fair	35	56	70	77
	Good	30 [4/]	48	65	73
Woods—grass combination (orchard or tree farm). [5/]	Poor	57	73	82	86
	Fair	43	65	76	82
	Good	32	58	72	79
Woods. [6/]	Poor	45	66	77	83
	Fair	36	60	73	79
	Good	30 [4/]	55	70	77
Farmsteads—buildings, lanes, driveways, and surrounding lots.	—	59	74	82	86

1 Average runoff condition, and $I_a = 0.2S$.

2 *Poor:* <50%) ground cover or heavily grazed with no mulch.
Fair: 50 to 75% ground cover and not heavily grazed.
Good: > 75% ground cover and lightly or only occasionally grazed.

3 *Poor*: <50% ground cover.
Fair: 50 to 75% ground cover.
Good: >75% ground cover.

4 Actual curve number is less than 30; use CN = 30 for runoff computations.

5 CN's shown were computed for areas with 50% woods and 50% grass (pasture) cover. Other combinations of conditions may be computed from the CN's for woods and pasture.

6 *Poor:* Forest litter, small trees, and brush are destroyed by heavy grazing or regular burning.
Fair: Woods are grazed but not burned, and some forest litter covers the soil.
Good: Woods are protected from grazing, and litter and brush adequately cover the soil.

Evaluation of Current Stormwater Design Criteria within the State of Florida

Final Report

Prepared for:



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

FDEP Contract No. SO108

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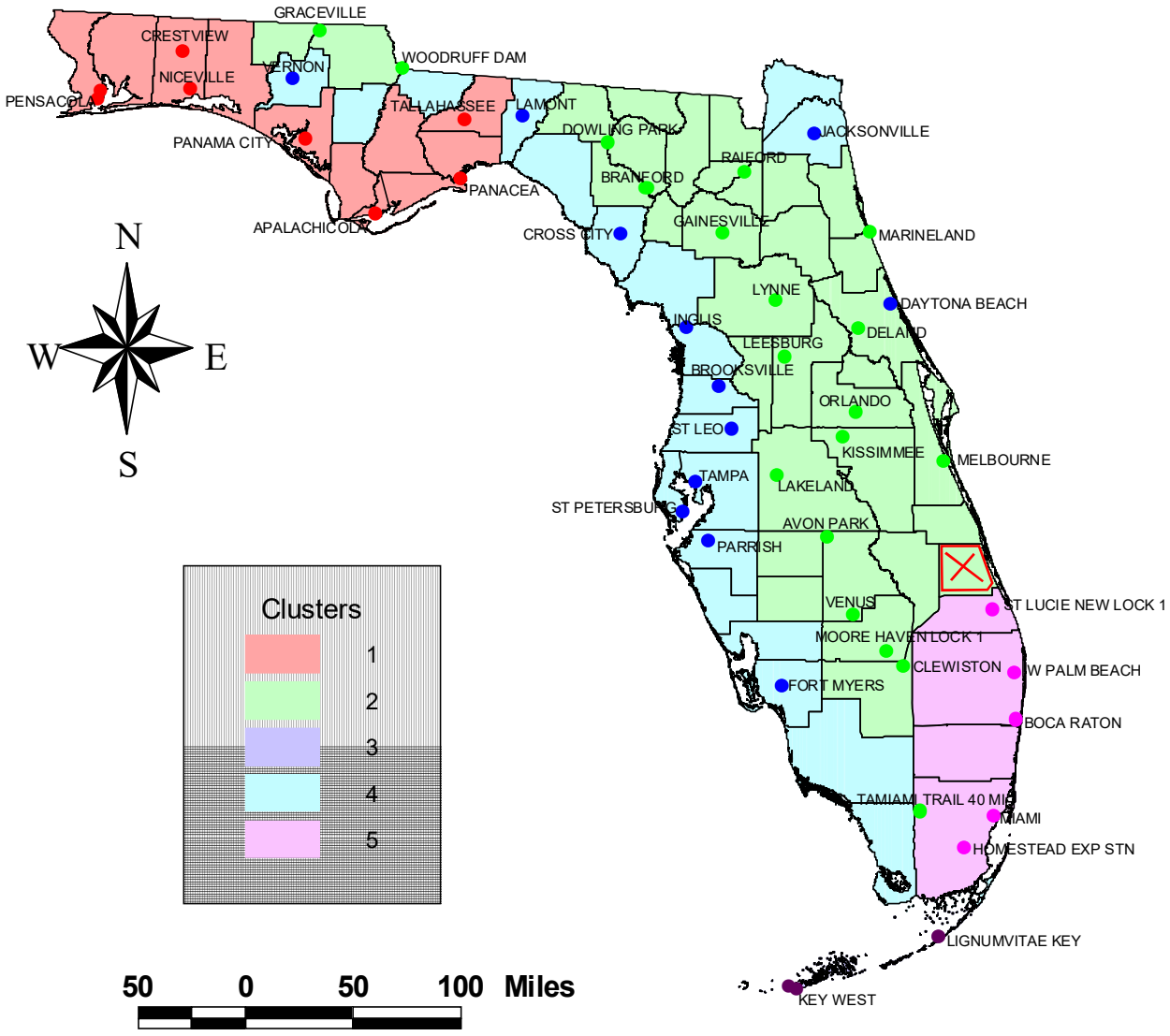


Figure 4-3. Meteorological Zones Identified Using Cluster Analysis.

Unfortunately, not all counties in Florida have long-term meteorological monitoring sites with hourly data. For purposes of designating meteorological zones, counties without a monitoring site were grouped according to the meteorological characteristics of adjacent counties with monitoring sites. The resulting zones appear to be relatively intuitive with respect to meteorological processes. The cluster groupings only have two apparent outliers, Daytona Beach and Tamiami Trail, which appear out of place. However, in a data set containing 45 points, an analysis conducted at a 95% probability level would be expected to have approximately 2-3 outlier values. A listing of counties included in each meteorological zone is given in Table 4-23.

TABLE 4-23

COUNTIES INCLUDED IN THE DESIGNATED METEORLOGICAL ZONES

ZONE				
1	**2**	**3**	**4**	**5**
Okaloosa	St. Lucie	Monroe	Washington	Martin
Liberty	Columbia		Manatee	Broward
Bay	DeSoto		Levy	Miami-Dade
Wakulla	St. Johns		Pasco	Palm Beach
Leon	Seminole		Pinellas	
Santarosa	Sumter		Lee	
Gulf	Flagler		Hillsborough	
Franklin	Suwannee		Hernando	
Escambia	Gadsden		Sarasota	
Walton	Gilchrist		Duval	
	Glades		Dixie	
	Calhoun		Collier	
	Hamilton		Citrus	
	Hardee		Charlotte	
	Hendry		Taylor	
	Union		Nassau	
	Highlands		Jefferson	
	Putnam		Monroe	
	Holmes			
	Indian River			
	Jackson			
	Volusia			
	Lafayette			
	Lake			
	Polk			
	Brevard			
	Bradford			
	Baker			
	Madison			
	Osceola			
	Marion			
	Orange			
	Clay			
	Okeechobee			
	Alachua			

A summary of mean runoff coefficients for each cluster as a function of land use and hydrologic soil group is given in Table 4-24. The values summarized in this table reflect the mean runoff coefficients for each land use and hydrologic soil group and each meteorological monitoring site included in each of the five clusters. The values summarized in Table 4-24 reflect differences in runoff coefficients as a result of frequency distributions of common rain events only. This analysis does not include variability in rainfall depth throughout the State which must be multiplied times the mean runoff coefficients to obtain an estimate of annual runoff volume.

$$BOD_i = BOD_o \times exp(-K \times t)$$

where:

BOD_t = BOD at time, t (mg/l)

BOD_o = initial BOD (mg/l)

t = time (days)

K = decomposition constant ($time^{-1}$)

BOD decomposition constants (K) in surface waters are temperature-dependent but are typically on the order of 0.1/day. A graphical representation of the theoretical removal of BOD as a function of time, based upon a decomposition constant of 0.1/day, is given in Figure 6-1. This relationship can be used to estimate the time required to achieve a certain BOD removal efficiency within a wet detention pond. A removal efficiency of approximately 80% is achieved for BOD after a residence time of approximately 15 days, with removal efficiencies in excess of 95% after approximately 30-35 days. As a result, the removal of BOD in aquatic systems occurs at a much more rapid rate than removal of total nitrogen or total phosphorus, as indicated in Figures 5-10 and 5-11. Therefore, if a stormwater management system provides the required removal efficiency for both total nitrogen and total phosphorus, the system will also easily provide the same pollutant removal efficiency for BOD.

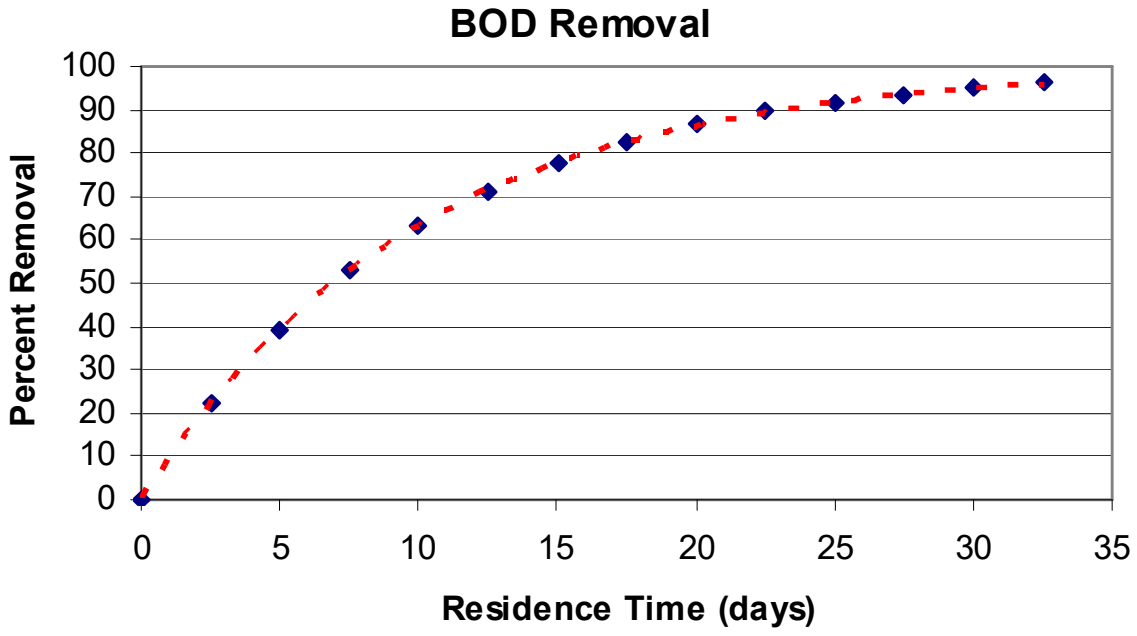


Figure 6-1. Theoretical Removal of BOD as a Function of Residence Time in a Wet Detention Pond.

4.1.5 Low-Intensity Commercial Areas

For the purposes of this evaluation, the term intensity refers to the level of use of the commercial area rather than an indication of the type of business or density of development. Low-intensity commercial areas are defined as areas which receive only a moderate amount of traffic volume and where cars may be parked during the day for extended periods of time. Since most commercial activities themselves generate relatively little pollutant loading, the majority of pollutant deposition occurs as a result of automobiles and trucks operating within the commercial area. Low-intensity commercial areas include schools, churches, professional office sites, and small shopping centers. High-intensity commercial areas include downtown business districts and large regional shopping areas.

A summary of hydrologic characteristics from low-intensity commercial stormwater characterization studies is given in Table B.3. Nine separate studies were identified in the available literature, with watershed areas ranging from 2.17-50.70 acres. Percentage imperviousness for the commercial sites range from 60% to approximately 100%. Eight of the nine studies utilize curb and gutter stormsewer systems, with swales utilized for drainage conveyance at the Florida Aquarium site.

A summary of mean stormwater emc values from low-intensity commercial stormwater studies is given in Table 4-7. Characterization data for total nitrogen, total phosphorus, and TSS are provided for each of the nine studies, with eight of the nine studies providing characterization data for BOD. As observed in previous land use categories, characterization data for heavy metals is somewhat limited. In general, low-intensity commercial areas are characterized by relatively low levels of total nitrogen, total phosphorus, and BOD, although TSS concentrations are somewhat elevated. Runoff characteristics reported by Harper and Herr (1993) are not included in calculation of the mean value since the runoff in this study received pre-treatment in a vegetated swale prior to collection.

TABLE 4-7

SUMMARY OF MEAN STORMWATER CHARACTERISTICS FROM LOW-INTENSITY COMMERCIAL STORMWATER STUDIES

LOCATION	REFERENCE	MEAN emc VALUE (mg/l)										
		TN	TP	BOD	TSS	Cd	Cr	Cu	Fe	Ni	Pb	Zn
Orlando Areawide Study[1]	ECFRPC (1978)	0.89	0.16	3.6	146	--	--	--	--	--	0.068[2]	--
Ft. Lauderdale - Coral Ridge Mall	Miller (1979)	1.10	0.10	5.4	45.0	--	--	0.015	--	--	0.387[2]	0.128
Tampa - Norma Park	U.S. EPA (1983)	1.19	0.15	12.0	22.0	--	--	--	--	--	0.046[2]	0.037
Orlando - International Market Place	Harper (1988)	1.53	0.19	11.6	111	0.008	0.013	0.031	1.10	0.028	0.136[2]	0.168
DeBary[3]	Harper and Herr (1993)	0.761	0.260	6.9	79.1	0.0005	0.003	0.010	0.582	--	0.009	0.028
Bradfordville	ERD (2000)	2.14	0.160	9.0	38.3	--	--	--	--	--	--	--
Tallahassee - Cross Creek Shopping Center	COT and ERD (2002)	0.925	0.15	8.0	15.0	--	--	0.008	--	--	0.002	0.045
Sarasota County	ERD (2004)	0.88	0.31	4.3	39.9	--	--	--	--	--	--	--
Florida Aquarium - Tampa	Teague, et al. (2005)	0.761	0.215	--	42.4	0.003	--	0.019	1.17	--	0.008	0.090
Overall Mean Value		**1.18**	**0.179**	**7.7**	**57.5**	**0.006**	**0.013**	**0.018**	**1.14**	**0.028**	**0.005**	**0.094**

1. Average of studies performed on a parking lot, motel complex, and commercial strip development
2. Data not included in calculation of mean value
3. Values excluded from means due to swale pre-treatment

Zone 2
Mean Annual Runoff Coefficients (C Values) as a Function of DCIA Percentage and Non-DCIA Curve Number (CN)

82.9%

NDCIA CN	Percent DCIA																				
	0	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
30	0.002	0.043	0.083	0.123	0.164	0.204	0.244	0.285	0.325	0.366	0.406	0.446	0.487	0.527	0.567	0.608	0.648	0.688	0.729	0.769	0.809
35	0.004	0.044	0.085	0.125	0.165	0.205	0.246	0.286	0.326	0.366	0.407	0.447	0.487	0.528	0.568	0.608	0.648	0.689	0.729	0.769	0.809
40	0.007	0.047	0.087	0.127	0.167	0.207	0.248	0.288	0.328	0.368	0.408	0.448	0.488	0.528	0.569	0.609	0.649	0.689	0.729	0.769	0.809
45	0.010	0.050	0.090	0.130	0.170	0.210	0.250	0.290	0.330	0.370	0.410	0.450	0.490	0.530	0.570	0.610	0.650	0.690	0.729	0.769	0.809
50	0.015	0.055	0.095	0.134	0.174	0.214	0.254	0.293	0.333	0.373	0.412	0.452	0.492	0.531	0.571	0.611	0.651	0.690	0.730	0.770	0.809
55	0.022	0.061	0.101	0.140	0.179	0.219	0.258	0.298	0.337	0.376	0.416	0.455	0.494	0.534	0.573	0.613	0.652	0.691	0.731	0.770	0.809
60	0.030	0.069	0.108	0.147	0.186	0.225	0.264	0.303	0.342	0.381	0.420	0.459	0.498	0.537	0.576	0.615	0.654	0.693	0.731	0.770	0.809
65	0.042	0.080	0.119	0.157	0.195	0.234	0.272	0.311	0.349	0.387	0.426	0.464	0.502	0.541	0.579	0.618	0.656	0.694	0.733	0.771	0.809
70	0.057	0.095	0.133	0.170	0.208	0.245	0.283	0.321	0.358	0.396	0.433	0.471	0.509	0.546	0.584	0.621	0.659	0.697	0.734	0.772	0.809
75	0.079	0.116	0.152	0.189	0.225	0.262	0.298	0.335	0.371	0.408	0.444	0.481	0.517	0.554	0.590	0.627	0.663	0.700	0.736	0.773	0.809
80	0.111	0.146	0.181	0.216	0.251	0.285	0.320	0.355	0.390	0.425	0.460	0.495	0.530	0.565	0.600	0.635	0.670	0.705	0.740	0.774	0.809
85	0.160	0.192	0.225	0.257	0.290	0.322	0.355	0.387	0.420	0.452	0.485	0.517	0.550	0.582	0.614	0.647	0.679	0.712	0.744	0.777	0.809
90	0.242	0.270	0.299	0.327	0.355	0.384	0.412	0.440	0.469	0.497	0.526	0.554	0.582	0.611	0.639	0.667	0.696	0.724	0.753	0.781	0.809
95	0.404	0.424	0.444	0.464	0.485	0.505	0.525	0.546	0.566	0.586	0.606	0.627	0.647	0.667	0.688	0.708	0.728	0.749	0.769	0.789	0.809
98	0.595	0.605	0.616	0.627	0.638	0.648	0.659	0.670	0.680	0.691	0.702	0.713	0.723	0.734	0.745	0.756	0.766	0.777	0.788	0.799	0.809

0.69

Table B-4. Estimated runoff and TN and TP loads [in pounds per acre per year (lbs/ac/yr)] and concentrations [in milligrams per liter (mg/L)] for 2004 land use categories in the St. Lucie River Watershed.

Land Use Category	Land Use Description	FLUCCS	Runoff (in/yr)	Unit TN Load (lbs/ ac/yr)	TN Concen- tration (mg/L)	Unit TP Load (lbs/ ac/yr)	TP Concen- tration (mg/L)
Residential Low Density	Residential Low Density[1]	1100	17.5676	4.29	1.08	0.49	0.12
Residential Medium Density	Residential Medium Density[2]	1200	20.7617	6.24	1.33	1.40	0.30
Residential High Density	Residential High Density[2]	1300	23.9558	9.36	1.73	3.00	0.55
Other Urban	Commercial and Services[2]	1400	25.5528	8.58	1.48	1.40	0.24
	Industrial[2]	1500	27.1499	7.80	1.27	2.40	0.39
	Extractive[2]	1600	23.9558	5.46	1.01	0.66	0.12
	Institutional[2]	1700	23.9558	5.46	1.01	2.40	0.44
	Recreational[2]	1800	17.5676	5.46	1.37	0.96	0.24
Improved Pastures	Improved Pastures	2110	19.1646	8.66	2.00	1.90	0.44
Unimproved Pastures	Unimproved Pastures	2120	15.9705	4.29	1.19	0.92	0.25
Woodland Pastures/Rangeland	Woodland Pastures	2130	15.9705	3.20	0.89	0.88	0.24
	Rangeland	3000	15.9705	3.20	0.89	0.28	0.08
Row Crops	Row Crops	2140	22.3587	11.70	2.31	4.50	0.89
Sugar Cane	Sugar Cane	2156	19.1646	6.24	1.44	0.63	0.15
Citrus	Citrus	2210	19.1646	6.63	1.53	1.80	0.42
Sod Farms	Sod Farms	2420	19.1646	7.02	1.62	2.52	0.58
Ornamentals	Ornamentals	2430	19.1646	9.36	2.16	2.90	0.67
Horse Farms	Horse Farms	2510	15.9705	12.48	3.45	1.82	0.50
Dairies	Dairies	2520	15.9705	15.60	4.32	9.38	2.60
Other Areas	Field Crops	2150	15.9705	5.17	1.43	2.96	0.82
	Mixed Crops	2160	19.1646	8.58	1.98	3.50	0.81
	Fruit Orchards	2220	19.1646	7.02	1.62	2.30	0.53
	Other Groves	2230	19.1646	7.02	1.62	2.30	0.53
	Cattle Feeding Operations	2310	19.1646	42.16	9.72	8.96	2.07
	Poultry Feeding Operations	2320	19.1646	7.80	1.80	1.50	0.35
	Tree Nurseries	2410	15.9705	9.36	2.59	2.90	0.80
	Specialty Farms	2500	15.9705	6.24	1.73	1.82	0.50
	Aquaculture	2540	7.98525	7.80	4.32	0.70	0.39
	Fallow Crop Land	2610	19.1646	5.46	1.26	0.70	0.16
Tree Plantations	Tree Plantations	4400	15.9705	2.42	0.67	0.18	0.05
Water	Water	5000	3.1941	0.70	0.97	0.05	0.07
Natural Areas	Upland Forests (not including 4400s)	4000	14.3735	1.95	0.60	0.28	0.09
	Wetlands	6000	1.59705	1.17	3.24	0.01	0.03
	Barren Land	7000	23.9558	5.46	1.01	0.75	0.14
	Open Land	1900	15.9705	3.12	0.86	0.28	0.08
Transportation	Transportation	8100	27.1499	7.18	1.17	1.65	0.27
Communication/Utilities	Communications	8200	15.9705	4.68	1.30	0.48	0.13
	Utilities	8300	15.9705	4.68	1.30	0.48	0.13

[1]Assumed to be on septic systems.

[2]Assumed discharge from wastewater treatment outside of the watershed.

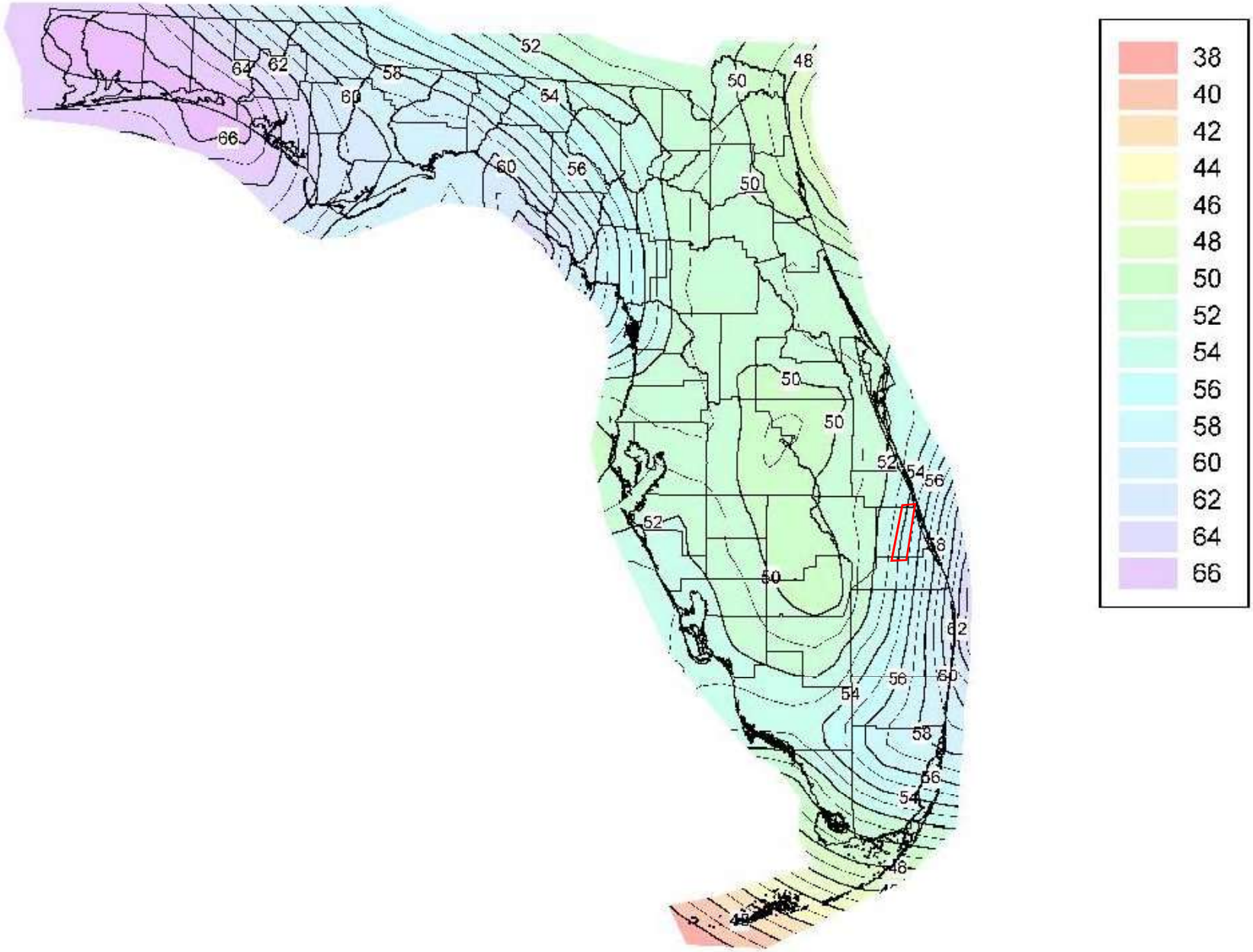
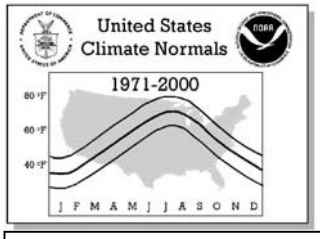


Figure 3-2. Isopleths of Mean Annual Precipitation in Florida from 1971-2000.



CLIMATOGRAPHY OF THE UNITED STATES NO. 81

Monthly Normals of Temperature, Precipitation, and Heating and Cooling Degree Days

1971-2000

FLORIDA

PRECIPITATION NORMALS (Total in Inches)

No.	Station Name	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL
001	APALACHICOLA AP	4.87	3.76	4.95	3.00	2.62	4.30	7.31	7.29	7.10	4.18	3.62	3.51	56.51
002	ARCADIA	2.13	2.43	3.10	1.86	3.87	7.81	7.64	7.02	6.77	2.87	2.08	1.76	49.34
003	ARCHBOLD BIO STATION	2.32	2.38	3.25	2.33	3.98	7.74	7.66	7.42	6.50	3.00	2.07	1.95	50.60
004	AVON PARK 2 W	2.48	2.41	3.02	2.17	3.63	8.25	6.81	7.18	5.98	3.02	2.27	1.87	49.09
005	BABSON PARK 1 ENE	2.06	2.56	3.13	1.95	4.10	6.86	8.23	7.29	5.65	2.29	2.48	1.75	48.35
006	BARTOW	2.51	2.82	3.11	2.53	3.81	6.78	8.56	6.52	6.68	2.71	2.18	2.37	50.58
007	BELLE GLADE EXP STN	2.51	1.88	2.65	2.41	5.04	7.33	7.34	7.16	7.09	3.54	2.79	1.82	51.56
008	BITHLO	2.35	2.69	2.81	1.88	3.47	7.26	6.86	8.06	6.14	3.75	2.14	1.87	49.28
009	BRADENTON 5 ESE	2.94	2.66	3.36	1.83	2.85	7.41	8.71	9.43	7.25	2.88	2.35	2.45	54.12
010	BROOKSVILLE CHIN HILL	3.27	3.24	4.22	2.62	3.40	7.24	7.16	8.24	5.96	2.38	2.39	2.45	52.57
011	BUSHNELL 2 E	3.43	3.02	3.93	2.34	3.79	6.18	6.43	7.24	6.00	2.14	2.18	2.52	49.20
012	CANAL POINT USDA	2.60	2.27	3.44	2.42	4.61	7.64	6.22	6.69	7.28	3.91	2.95	2.07	52.10
013	CHIPLEY 3 E	6.09	4.81	6.11	3.84	4.21	5.24	6.92	5.38	4.76	2.90	4.12	3.86	58.24
014	CLERMONT 7 S	3.11	2.58	3.81	2.18	3.67	7.86	6.78	6.96	5.59	2.40	2.40	2.40	49.74
015	CLEWISTON US ENGINEERS	2.38	2.01	2.68	2.16	4.50	7.15	6.58	6.28	4.99	2.87	2.28	1.52	45.40
016	CRESCENT CITY	3.34	2.83	4.06	2.56	3.52	6.53	6.34	6.28	6.11	3.12	2.55	2.55	49.79
017	CRESTVIEW BOB SIKES AP	6.49	4.91	7.06	4.26	4.94	7.41	6.83	6.34	4.88	3.02	4.20	3.60	63.94
018	CROSS CITY 2 WNW	4.41	3.54	4.42	3.48	3.06	6.34	8.92	9.67	6.10	2.93	2.35	3.27	58.49
019	DAYTONA BEACH INTL AP	3.13	2.74	3.84	2.54	3.26	5.69	5.17	6.09	6.61	4.48	3.03	2.71	49.29
020	DE FUNIAK SPRINGS	5.61	5.39	6.23	3.93	4.95	6.60	7.67	6.77	6.03	3.23	4.76	4.35	65.52
021	DELAND 1 SSE	3.35	2.96	3.84	2.80	4.27	7.60	7.88	7.70	7.17	4.09	2.72	2.65	57.03
022	DESOTO CITY 8 SW	2.31	2.57	3.10	2.20	3.61	8.21	7.00	6.97	6.48	2.64	2.30	1.62	49.01
023	DEVILS GARDEN	2.37	2.09	2.78	2.63	4.33	8.58	7.52	8.10	6.53	3.52	2.58	1.64	52.67
024	EVERGLADES	1.71	1.49	1.92	1.93	3.56	9.89	7.34	8.62	8.23	3.80	1.89	1.72	52.10
025	FEDERAL POINT	3.09	2.89	3.68	2.34	3.55	6.67	6.16	6.57	6.83	3.34	2.70	2.72	50.54
026	FERNANDINA BEACH	3.82	3.17	4.01	2.91	2.87	5.30	5.80	5.34	7.73	4.22	2.49	2.73	50.39
027	FLAMINGO RANGER STN	1.94	1.63	1.87	2.06	5.06	7.25	4.73	7.43	7.20	4.26	2.46	1.57	47.46
028	FORT DRUM 5 NW	2.27	2.47	3.78	2.43	4.47	8.05	7.60	7.27	6.60	3.73	2.30	1.86	52.83
029	FORT GREEN 12 WSW	2.43	2.62	3.31	2.09	3.42	8.18	8.29	7.78	6.86	2.62	2.13	2.23	51.96
030	FORT LAUDERDALE	2.94	2.70	2.80	3.91	6.33	10.01	6.70	6.88	8.26	6.44	4.57	2.65	64.19
031	FORT MYERS (PAGE AP)	2.23	2.10	2.74	1.67	3.42	9.77	8.98	9.54	7.86	2.59	1.71	1.58	54.19
032	FORT PIERCE	2.70	2.99	3.27	2.77	4.38	5.84	5.79	6.35	7.81	5.82	3.50	2.28	53.50
033	FOUNTAIN 3 SSE	5.83	4.69	6.38	3.05	4.39	7.20	8.00	6.50	6.61	2.95	4.01	4.41	64.02
034	GAINESVILLE 3 WSW	4.13	3.90	3.94	3.03	3.70	5.87	5.34	6.69	5.33	1.89	2.58	3.05	49.45
035	GAINESVILLE 11 WNW	3.95	2.34	4.31	2.92	3.34	6.20	7.50	7.89	4.05	2.99	1.87	2.20	49.56
036	GAINESVILLE RGNL AP	3.51	3.39	4.26	2.86	3.23	6.78	6.10	6.63	4.37	2.50	2.17	2.56	48.36
037	GLEN ST MARY 1 W	4.34	3.41	4.52	3.29	3.58	6.53	6.33	7.33	5.36	3.10	2.23	2.92	52.94
038	HASTINGS ARC	3.39	2.69	3.94	2.72	3.47	6.98	5.56	6.37	7.40	3.94	2.88	2.65	51.99
039	HIALEAH	2.34	2.22	3.20	3.90	6.08	10.24	7.00	9.20	8.88	6.56	3.83	2.59	66.04
040	HIGH SPRINGS	4.35	3.69	4.33	3.28	3.63	6.88	7.53	7.92	4.56	2.96	2.28	2.74	54.15
041	HILLSBOROUGH RVR ST PK	3.35	3.12	3.41	2.23	3.21	7.87	7.27	8.16	7.23	2.71	2.72	3.28	54.56
042	HOMESTEAD EXP STN	1.94	1.78	1.88	2.74	5.77	9.51	6.82	9.16	8.90	5.49	2.59	1.61	58.19
043	IMMOKALEE 3 NNW	2.33	2.26	2.97	2.36	4.08	7.78	7.27	7.49	6.61	2.88	2.27	1.77	50.07
044	INVERNESS 3 SE	3.55	2.96	4.17	2.40	3.33	7.40	7.05	7.52	5.93	2.63	2.27	2.56	51.77
045	JACKSONVILLE CECIL NAS	3.50	3.20	4.16	2.91	3.25	6.54	6.39	7.07	6.69	3.24	2.28	2.65	51.88
046	JACKSONVILLE INTL AP	3.69	3.15	3.93	3.14	3.48	5.37	5.97	6.87	7.90	3.86	2.34	2.64	52.34
047	JACKSONVILLE NAS	3.39	2.59	3.97	2.77	3.22	5.78	5.99	5.87	7.28	3.30	2.35	2.45	48.96
048	JACKSONVILLE BEACH	3.56	2.84	3.92	2.87	3.03	5.70	5.21	6.11	7.53	5.04	2.36	2.75	50.92
049	JASPER	4.96	4.13	5.16	3.45	3.33	6.03	5.62	6.27	4.20	2.87	2.79	3.43	52.24
050	KEY WEST INTL AP	2.22	1.51	1.86	2.06	3.48	4.57	3.27	5.40	5.45	4.34	2.64	2.14	38.94
051	KEY WEST NAS	2.50	1.65	1.80	2.12	3.88	5.42	4.11	5.48	6.33	4.58	2.62	2.24	42.73
052	KISSIMMEE 2	2.39	2.72	3.32	2.02	3.83	6.02	6.55	7.32	6.01	3.17	2.42	2.24	48.01
053	LA BELLE	2.31	2.16	2.89	2.29	3.91	8.88	7.69	7.78	6.57	3.35	2.34	1.71	51.88
054	LAKE ALFRED EXP STN	2.52	2.75	3.43	1.99	4.12	6.88	7.11	7.43	6.53	2.96	2.29	2.28	50.29
055	LAKE CITY 2 E	4.52	3.61	4.90	3.15	3.71	6.91	6.74	7.19	4.67	2.82	2.42	2.96	53.60
056	LAKELAND	2.45	2.73	3.38	2.04	3.81	7.00	7.51	7.33	6.33	2.29	2.12	2.14	49.13
057	LISBON	3.32	2.87	4.03	2.80	4.13	6.13	5.67	6.20	5.76	2.54	2.53	2.65	48.63
058	LIVE OAK	4.99	4.01	5.33	3.29	3.23	6.06	6.35	6.13	4.64	3.26	2.43	3.11	52.83
059	LOXAHATCHEE	2.99	2.23	2.97	2.27	5.33	8.84	7.30	5.58	9.25	5.18	4.44	2.06	58.44
060	MADISON	5.50	4.11	5.59	3.22	3.10	5.82	6.18	5.38	3.94	2.96	3.31	4.07	53.18
061	MAYPORT PILOT STN	2.70	2.58	3.23	2.41	2.13	4.06	4.21	4.45	7.15	4.16	1.74	2.20	41.02
062	MAYO	4.88	3.66	4.85	3.07	3.19	5.82	7.60	7.97	5.07	3.01	2.52	3.23	54.87
063	MELBOURNE WFO	2.48	2.49	2.92	2.08	3.94	5.83	5.38	5.78	7.20	4.76	3.12	2.31	48.29
064	MIAMI BEACH	2.44	2.14	2.20	2.81	4.90	6.90	3.63	5.44	6.31	4.53	3.32	1.98	46.60
065	MIAMI INTL AP	1.88	2.07	2.56	3.36	5.52	8.54	5.79	8.63	8.38	6.19	3.43	2.18	58.53
066	MILTON EXPERIMENT STN	6.39	5.04	7.32	4.35	4.83	7.11	8.17	6.62	6.12	3.66	5.47	4.40	69.48
067	MONTICELLO 3 W	5.63	4.64	6.00	3.63	4.03	5.60	6.50	6.73	4.70	3.32	3.63	3.90	58.31
068	MOORE HAVEN LOCK 1	2.04	2.05	2.93	2.35	3.70	6.98	6.67	6.80	6.42	2.95	1.91	1.64	46.44
069	MOUNTAIN LAKE	2.38	2.43	3.12	2.02	3.88	7.12	7.45	6.64	5.83	2.50	2.23	2.10	47.70

5.2.2.1 SJRWMD Design Criteria

Wet detention ponds designed according to St. Johns River Water Management District (SJRWMD) criteria are characterized by relatively short residence times, ranging from approximately 14-21 days under wet season conditions. Virtually all existing research studies on wet detention systems, as summarized in Table 5-2, have been performed on shallow ponds with relatively short residence times. Six of the eight studies summarized in Table 5-2 are located in the St. Johns River Water Management District, although designs for some of the earlier studies may be different from current design criteria.

A summary of estimated performance efficiencies of wet detention ponds designed according to SJRWMD criteria is given in Table 5-8. The values summarized in this table reflect the overall mean treatment efficiencies for wet detention systems summarized in Table 5-2. The values summarized in Table 5-8 correspond closely to performance efficiencies measured by Harper and Herr (1993) for a wet detention pond constructed according to SJRWMD criteria. Based upon the estimated performance efficiency summarized in Table 5-8, with the possible exception of TSS, wet detention ponds designed according to SJRWMD criteria fail to meet the 80% removal criteria outlined in Chapter 62-40.

TABLE 5-8

ESTIMATED PERFORMANCE EFFICIENCY OF WET DETENTION PONDS DESIGNED ACCORDING TO SJRWMD CRITERIA

PARAMETER	ANNUAL MASS REMOVAL (%)
Total N	25
Total P	65
TSS	75-85
BOD	65-70

5.2.2.2 SFWMD Design Criteria

As discussed in a previous section, wet detention systems designed within the South Florida Water Management District (SFWMD) are often excavated to water depths of 20 ft or more. The SFWMD does not have any specific limitation on pond depth, and developers often dig deep wet detention ponds to provide additional fill for low areas within a development. This technique can result in ponds with substantially extended detention times, often in excess of 200 days.

Mean Annual Mass Removal Efficiencies for 0.75-inches of Retention in Zone 2

NDCIA	Percent DCIA																			
CN	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
30	97.9	98.2	97.5	96.2	94.4	92.1	89.6	86.9	84.1	81.3	78.5	75.9	73.3	70.9	68.5	66.3	64.2	62.2	60.4	58.6
35	96.7	97.3	96.8	95.6	93.8	91.7	89.2	86.6	83.8	81.1	78.4	75.7	73.2	70.8	68.5	66.3	64.2	62.2	60.4	58.6
40	95.0	96.1	95.9	94.8	93.1	91.1	88.7	86.2	83.5	80.8	78.2	75.6	73.1	70.7	68.4	66.2	64.2	62.2	60.4	58.6
45	93.0	94.7	94.6	93.7	92.2	90.3	88.1	85.6	83.1	80.5	77.9	75.4	72.9	70.6	68.3	66.2	64.1	62.2	60.4	58.6
50	90.7	92.8	93.1	92.4	91.1	89.3	87.3	85.0	82.5	80.0	77.5	75.1	72.7	70.4	68.2	66.1	64.0	62.1	60.3	58.6
55	88.0	90.6	91.1	90.7	89.7	88.1	86.3	84.1	81.8	79.4	77.0	74.7	72.4	70.1	68.0	65.9	64.0	62.1	60.3	58.6
60	84.8	87.9	88.8	88.7	88.0	86.7	85.0	83.0	80.9	78.7	76.5	74.2	72.0	69.8	67.8	65.8	63.8	62.0	60.3	58.6
65	81.5	84.9	86.2	86.3	85.8	84.8	83.4	81.7	79.8	77.8	75.7	73.6	71.5	69.5	67.5	65.5	63.7	61.9	60.2	58.6
70	78.1	81.7	83.1	83.5	83.2	82.5	81.4	80.0	78.4	76.6	74.7	72.8	70.9	68.9	67.1	65.2	63.5	61.8	60.2	58.6
75	74.9	78.1	79.6	80.2	80.2	79.8	79.0	77.9	76.5	75.0	73.4	71.7	70.0	68.3	66.5	64.8	63.2	61.6	60.1	58.6
80	71.6	74.3	75.8	76.5	76.7	76.5	76.0	75.2	74.1	73.0	71.7	70.3	68.8	67.3	65.8	64.3	62.8	61.4	60.0	58.6
85	68.6	70.6	71.8	72.5	72.8	72.7	72.4	71.9	71.2	70.3	69.3	68.3	67.1	65.9	64.7	63.5	62.2	61.0	59.8	58.6
90	65.7	66.9	67.7	68.1	68.3	68.3	68.2	67.9	67.5	66.9	66.3	65.6	64.9	64.0	63.2	62.3	61.4	60.5	59.5	58.6
95	62.7	63.0	63.2	63.3	63.4	63.4	63.3	63.2	63.0	62.8	62.5	62.2	61.8	61.4	61.0	60.5	60.1	59.6	59.1	58.6
98	60.8	60.8	60.8	60.7	60.7	60.6	60.5	60.4	60.3	60.2	60.1	59.9	59.8	59.6	59.5	59.3	59.2	59.0	58.8	58.6

Mean Annual Mass Removal Efficiencies for 1.00-inches of Retention in Zone 2

82.9%

NDCIA	Percent DCIA																			
CN	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
30	98.5	98.8	98.5	97.9	96.9	95.6	94.1	92.3	90.4	88.4	86.3	84.2	82.1	80.0	77.9	75.9	74.0	72.2	70.3	68.6
35	97.5	98.2	98.0	97.4	96.5	95.3	93.7	92.0	90.2	88.2	86.2	84.1	82.0	79.9	77.9	75.9	74.0	72.1	70.3	68.6
40	96.4	97.3	97.2	96.8	95.9	94.8	93.3	91.7	89.9	87.9	85.9	83.9	81.8	79.8	77.8	75.8	73.9	72.1	70.3	68.6
45	94.8	96.1	96.3	96.0	95.2	94.1	92.7	91.2	89.4	87.6	85.6	83.6	81.6	79.6	77.7	75.8	73.9	72.1	70.3	68.6
50	93.0	94.8	95.2	94.9	94.3	93.3	92.0	90.5	88.9	87.1	85.3	83.3	81.4	79.5	77.5	75.6	73.8	72.0	70.3	68.6
55	91.0	93.2	93.7	93.6	93.1	92.3	91.1	89.8	88.2	86.6	84.8	82.9	81.1	79.2	77.3	75.5	73.7	72.0	70.2	68.6
60	88.8	91.2	92.0	92.0	91.7	91.0	90.0	88.8	87.4	85.9	84.2	82.4	80.7	78.9	77.1	75.3	73.6	71.9	70.2	68.6
65	86.2	88.9	89.9	90.2	90.0	89.5	88.7	87.6	86.4	85.0	83.4	81.8	80.2	78.5	76.8	75.1	73.4	71.8	70.2	68.6
70	83.6	86.4	87.5	88.0	88.0	87.6	86.9	86.1	85.1	83.8	82.5	81.0	79.5	77.9	76.4	74.8	73.2	71.6	70.1	68.6
75	81.0	83.6	84.9	85.5	85.6	85.3	84.9	84.2	83.4	82.4	81.2	80.0	78.6	77.2	75.8	74.3	72.9	71.5	70.0	68.6
80	78.6	80.8	82.0	82.5	82.8	82.7	82.4	81.9	81.3	80.5	79.6	78.5	77.4	76.3	75.0	73.8	72.5	71.2	69.9	68.6
85	76.1	77.7	78.7	79.3	79.6	79.7	79.5	79.2	78.8	78.2	77.5	76.7	75.9	74.9	74.0	72.9	71.9	70.8	69.7	68.6
90	73.9	74.8	75.5	75.9	76.1	76.2	76.2	76.0	75.7	75.3	74.9	74.4	73.8	73.2	72.5	71.8	71.0	70.3	69.4	68.6
95	71.5	71.8	72.0	72.1	72.2	72.2	72.2	72.1	72.0	71.9	71.7	71.4	71.2	70.9	70.6	70.2	69.9	69.5	69.0	68.6
98	70.2	70.2	70.2	70.2	70.1	70.1	70.1	70.0	69.9	69.8	69.7	69.7	69.6	69.4	69.3	69.2	69.0	68.9	68.8	68.6

73.05%

Each of the four water management districts mentioned previously provides calculations for a treatment volume associated with the wet detention system. This treatment volume is often referred to as the "water quality volume" since the criteria are similar to the water quality treatment criteria for dry retention or dry detention. However, research on wet detention ponds clearly indicates that the most significant factor impacting the performance efficiency of a wet detention pond is the residence time within the system - specifically, the volume of the permanent pool with respect to the volume of runoff entering the pond (Toet, et al., 1990; Harper and Herr, 1993; Rushton, et al., 1995; and DB Environmental, 2005). Since the specified treatment volumes are negligible in comparison to the permanent pool volume contained within the wet detention pond, the treatment volume criteria primarily regulates the drawdown characteristics of the wet detention pond and has little impact on the overall water quality performance efficiency of the system.

Residence time within a wet detention pond is determined by the relationship between the permanent pool volume and the annual runoff inputs, as follows:

$$Detention\ \ Time,\ t_d\ (days) = \frac{PPV}{RO} \times \frac{365\ days}{year}$$

where:

PPV = permanent pool volume (ac-ft)

RO = annual runoff inputs (ac-ft/yr)

For purposes of this calculation, the permanent pool volume is considered to include the total volume of water within the pond below the control elevation.

Criteria related to residence time and pond depth are not included in specific design criteria outlined by the Suwannee River or Southwest Florida Water Management Districts. Wet detention ponds designed in these districts could conceivably have a wide range of detention times and associated performance efficiencies, with some ponds approaching design criteria similar to that used in the St. Johns River Water Management District and other ponds approaching design criteria utilized in the South Florida Water Management District. As a result, estimates of the anticipated performance efficiency of wet detention systems designed in the St. Johns River and South Florida Water Management Districts will be presented in this section, with the anticipated efficiency of wet detention systems designed in the Suwannee River and Southwest Florida Water Management Districts likely to fall somewhere in between.

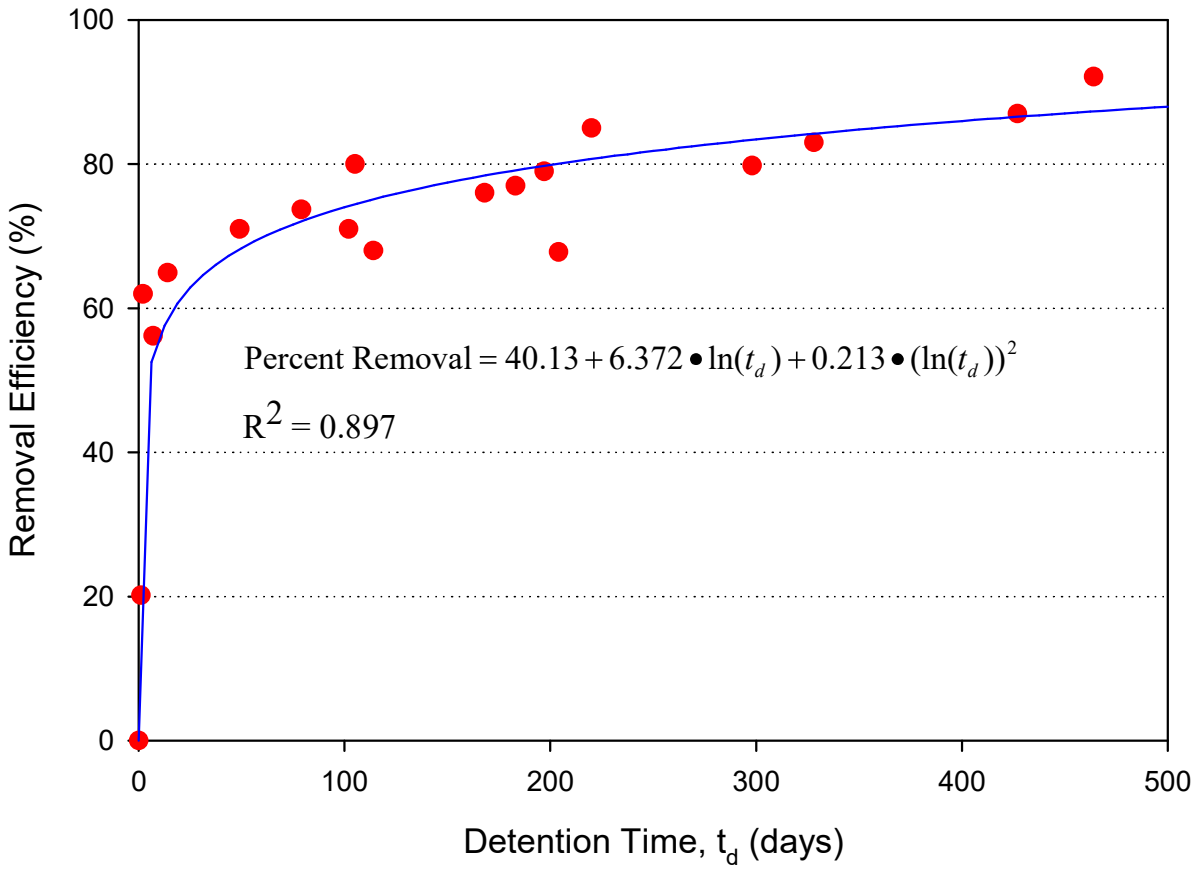


Figure 5-9. Removal Efficiency of Total Phosphorus in Wet Detention Ponds as a Function of Residence Time.

The relationship indicated on Figure 5-9 suggests that removal of phosphorus in wet detention ponds continues to occur, although at a progressively slower rate, with increases in residence time within the system. A removal efficiency of 80% can be achieved at a detention time of about 200 days. The upper limit for removal efficiencies in wet detention ponds appears to be approximately 90%, although removal efficiencies in excess of 90% were achieved at extended detention times in three of the 20 studies. At this point, total phosphorus concentrations within wet detention ponds appear to approach irreducible concentrations which reflect natural background phosphorus levels in surface waterbodies.

Relationships between detention time and removal efficiencies for total nitrogen in wet detention ponds are illustrated on Figure 5-10. The data points presented on this figure are based upon the referenced studies summarized in Table 5-9. The annual mass removal efficiency of 63% reported by Rushton, et al. (1995) for a wet pond with a detention time of 14 days and the removal efficiency of 33% for a 2-day detention time were eliminated from the data set as outliers due to elevated values for the Student T and Cook's D parameters.

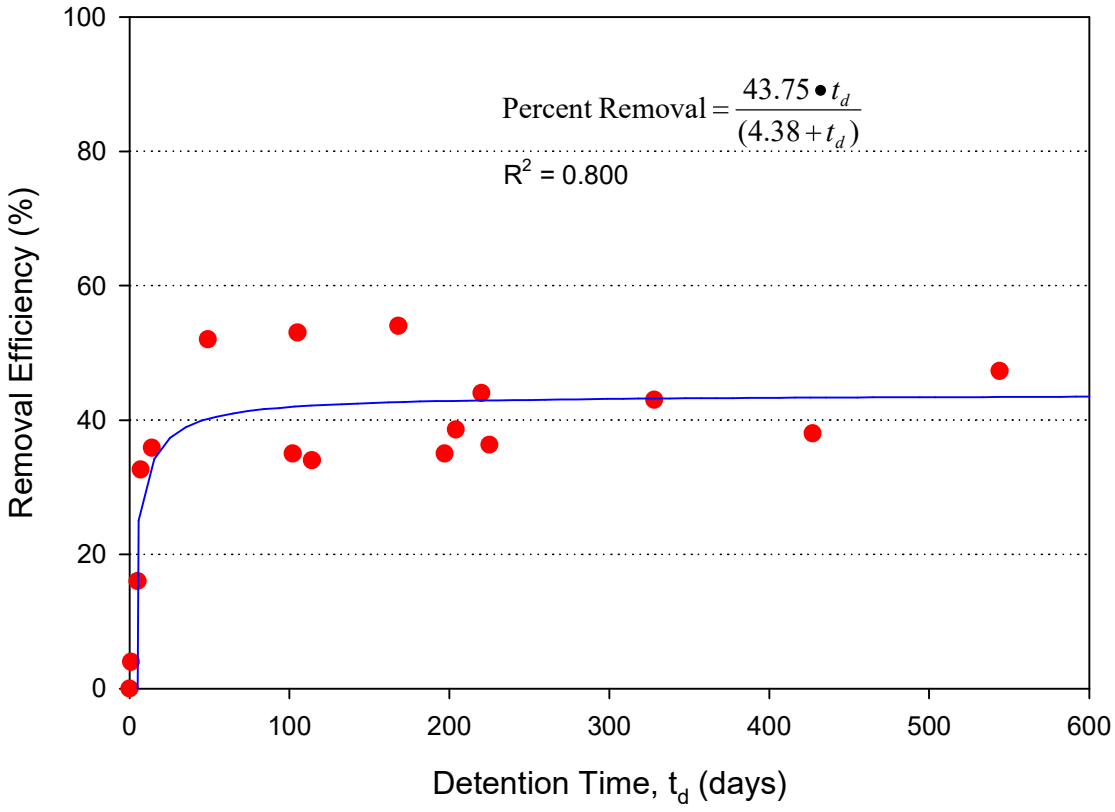


Figure 5-10. Removal Efficiency of Total Nitrogen in Wet Detention Ponds as a Function of Residence Time.

The best-fit for the relationship between removal efficiency and detention time for total nitrogen was obtained using a hyperbolic equation. The final version of this equation is summarized on Figure 5-10. The R^2 value of 0.800 suggests that detention time explains approximately 80% of the observed variability in removal efficiencies for total nitrogen in wet detention ponds. The remaining variability in removal efficiencies for total nitrogen is likely due to variability in methods of analysis between the listed studies as well as variability in the dominant nitrogen form present in the stormwater inflows. In general, inorganic forms of nitrogen (ammonia and NO_x) and particulate nitrogen are removed relatively rapidly in wet detention ponds. The initial rapid removal of nitrogen within the first 10-20 days, indicated on Figure 5-10, is probably a result of the rapid uptake of inorganic nitrogen and the settling of particulate species. Other forms of nitrogen, such as organic nitrogen, are removed at a substantially slower rate and are likely responsible for the dramatic slowdown in removal efficiency observed for total nitrogen after approximately 20-30 days.

The hyperbolic relationship summarized on Figure 5-10 indicates that a removal efficiency of approximately 40% can be achieved for total nitrogen in 50 days, with a maximum efficiency of approximately 45% at extended detention periods. The lack of additional removal efficiencies for total nitrogen observed at extended detention times is probably a reflection of either phosphorus limitation or that irreducible concentrations of total nitrogen have been achieved within the pond.

As indicated previously, wet detention systems must be utilized as part of a treatment train to achieve the required 80% removal efficiency specified under the Water Resource Implementation Rule (Chapter 62-40). When treatment systems are used in series as part of a treatment train, the efficiency of the overall treatment train can be calculated using the following equation:

$$\textit{Overall Treatment Train Efficiency (decimal)} = Eff_1 + (1 - Eff_1) \times Eff_2 \qquad \textit{(Eq. 1)}$$

where:

Eff_1 = efficiency of initial treatment system (decimal)

Eff_2 = efficiency of second treatment system (decimal)

After treatment in the initial system, a load reduction has occurred which is a function of the type of treatment provided. After migrating through the initial treatment system, the remaining load consists of mass which was not removed in the initial system. This mass is then acted upon by the second treatment system with an efficiency associated with the particular type of system used. The overall efficiency can then be calculated according to the above equation.

To achieve an overall annual mass load reduction of 80% using wet detention, a pre-treatment system must first be used to provide a significant portion of the desired pollutant removal effectiveness. For example, assume that a wet detention pond is designed with a detention period of approximately 50 days which is sufficient to achieve a removal efficiency of approximately 40% for total nitrogen. Utilizing the relationship summarized as Eq. 1, and assuming that the efficiency of the wet detention system for total nitrogen (40%) is represented by Eff_2, the efficiency of the initial treatment system (Eff_1) would need to be 67% to achieve an overall treatment efficiency of 80%.

Depending upon the characteristics of the development and the meteorological region, achieving an initial 67% annual mass load reduction using retention will require between 0.25-0.75 inch of dry retention as pre-treatment. When pre-treatment is provided and the remaining stormwater is discharged into the wet detention pond, the overall treatment system will achieve a mass removal efficiency of 80% for total nitrogen. The mass removal efficiency for total phosphorus and other significant pollutants will be substantially in excess of 80%.

O'ROURKE
ENGINEERING & PLANNING

TRAFFIC ANALYSIS

FOR

Kings Highway Commerce Center
Concurrency

Prepared for:

Mr. Ken Morin
JA Development Partners, LLC
4923 W. Cypress St.
Tampa, FL 33607

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June 22, 2022
Revised September 9, 2022
Revised October 17, 2022
Revised January 4, 2024

SR22061.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 3725 SE Ocean Blvd, Suite 201 Stuart, Florida 34996 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 01/04/2024 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

June 22, 2022

Mr. Ken Morin
JA Development Partners, LLC
4923 W. Cypress St.
Tampa, FL 33607

Re: Kings Highway Commerce Center

Dear Mr. Morin:

O'Rourke Engineering & Planning has completed the analysis of the proposed development located east of Kings Highway and north of White Road in Ft. Pierce, St. Lucie County, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please give me a call.

Respectfully submitted,

O'Rourke Engineering & Planning

Susan E. O'Rourke, P.E.
Registered Civil Engineer

Concurrency Report – Kings Highway and White Road 10.17.2022

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APPENDIX C: Other Project Data/Growth Rate/Historical AADT
APPENDIX D: Intersection Analysis

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed 390,000 square feet development consisting of warehousing and office located east of Kings Highway and north of White Road in Ft. Pierce, St. Lucie County, Florida. The purpose of this report is to determine the projects impact on the surrounding roadway system.

In order to make the determination that the project complies with County Concurrency Guidelines, the following analytical steps were taken:

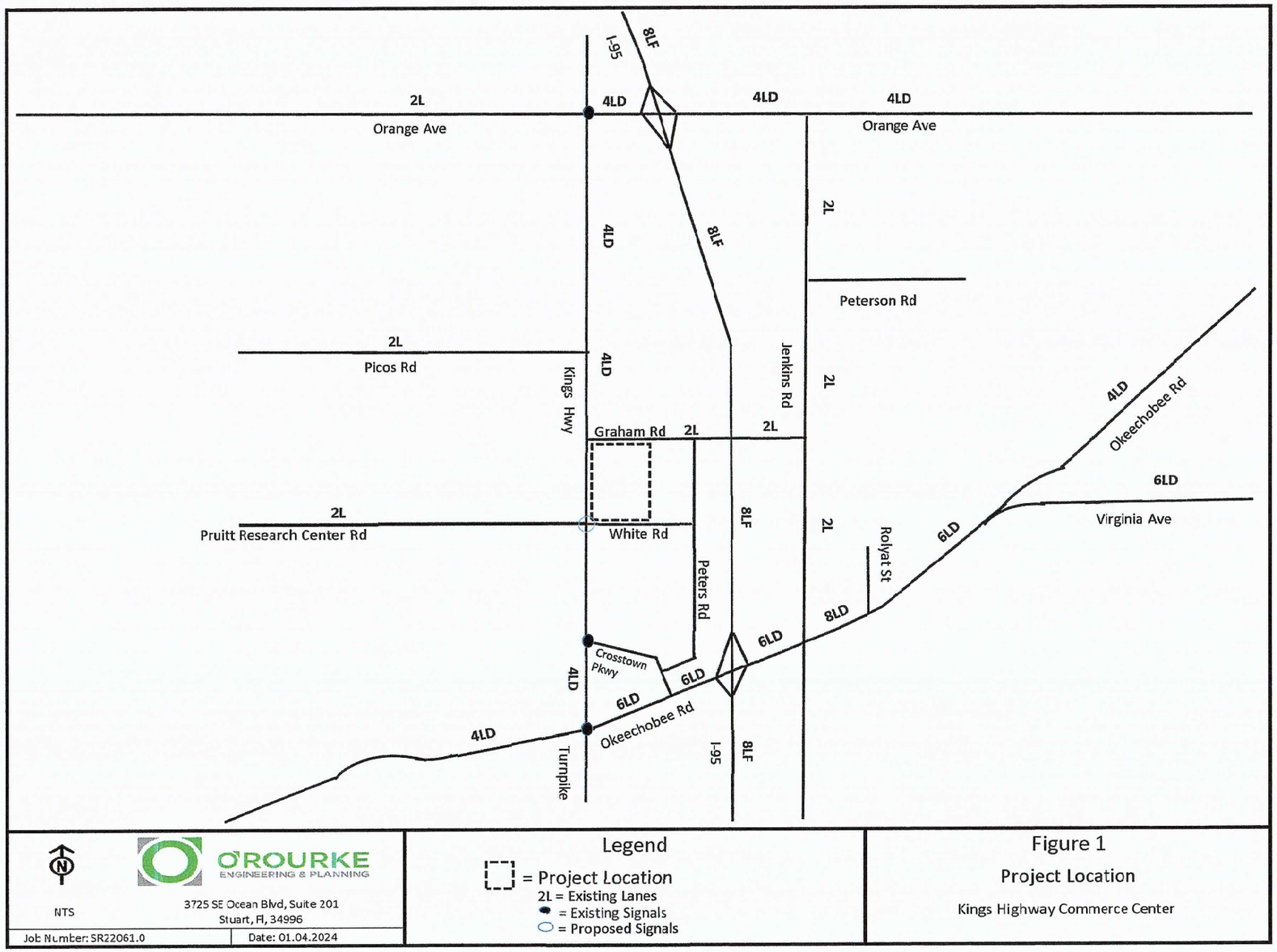
- summary of the project
- summary of existing lane geometries
- summary of the existing traffic volumes
- assessment of project traffic
- determination of impact area
- summary of buildout cumulative traffic volumes
- summary of levels of service with the project traffic added

Each of these steps is outlined herein.

PROJECT DESCRIPTION

The proposed development located east of Kings Highway and north of White Road in Ft. Pierce, St. Lucie County, Florida, will consist of 368,000 square feet of warehouse and 22,000 square feet of office. The site is currently vacant. The project location is shown in **Figure 1**. The traffic study is based on the current site plan.

Appendix A includes the project site plan.


I-95
8LF
2L
4LD
4LD
4LD
Orange Ave
Orange Ave
2L
4LD
8LF
Peterson Rd
2L
Picos Rd
4LD
Kings Hwy
Jenkins Rd
2L
Graham Rd
2L
2L
4LD
Okeechobee Rd
6LD
Virginia Ave
2L
Pruitt Research Center Rd
White Rd
8LF
2L
Rolyat St
6LD
Peters Rd
8LD
6LD
Crosstown Pkwy
4LD
6LD
6LD
Okeechobee Rd
4LD
Turnpike
I-95
8LF
O'ROURKE
ENGINEERING & PLANNING
NTS
3725 SE Ocean Blvd, Suite 201
Stuart, Fl, 34996
Job Number: SR22061.0
Date: 01.04.2024
Legend
= Project Location
2L = Existing Lanes
= Existing Signals
= Proposed Signals
Figure 1
Project Location
Kings Highway Commerce Center

EXISTING CONDITIONS

The study area is defined as the roadways upon which the project has an impact of 3% of the level of service capacity of the roadway and 1% on the adjacent link. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

Existing/Proposed Lane Geometrics and Traffic Control

The study area was reviewed to determine the existing number and type of lanes, and the traffic control along the roadway. Each roadway is described below.

- Peters Road is a two-lane local road with a general north/south alignment.
- S. Jenkins Road is a two-lane arterial with a north/south alignment.
- Graham Road is a two-lane local roadway with an east/west alignment.
- Okeechobee Road is a multi-lane divided arterial roadway with an east/west alignment. It is four-lane divided west of Kings Highway and east of Virginia Avenue. It is six-lane divided from Rolyat Street to Virginia Avenue and from Kings Highway to I-95. There is an eight-lane divided section from east of I-95 to Rolyat Street. There are numerous extended turn lanes and freeway auxiliary lanes.
- Orange Avenue is a four-lane divided arterial with an east/ west alignment.
- Kings Highway is a two-lane arterial with a north/south alignment and is under construction in portions and included in the 5-year TIP to be widened to a four-lane divided roadway.

Existing Traffic Volumes/ Service Volume

Traffic volumes were obtained from the St. Lucie County TPO and FDOT. The count data along with the number of lanes and the associated peak hour/peak direction service volumes will be summarized in the upcoming sections of the report. The service volumes were developed based on the functional classification contained in the County Comprehensive Plan and the St. Lucie County Traffic Counts and Level of Service Report. The 2023 FDOT Quality Level of Service and St. Lucie TPO 2023 Level of Service Report were used to establish capacity. These documents are included in **Appendix B.**

PROJECT TRAFFIC

To estimate future traffic generated by the development, the ITE Trip Generation, 11th Edition trip rates for Warehouse (Land Use Code 150) and Office (Land Use Code 710) were applied to estimate the trips generated by the proposed development as it is currently site planned. These calculations are shown in **Tables 1a, 1b, and 1c**.

As shown, the project will generate 931 new daily trips. There will be 109 AM peak hour trips with 89 entering the project and 20 trips exiting the project. The project will generate 113 new PM peak hour trips. There will be 26 trips entering the project and 87 trips exiting the project in the PM peak hour.

Table 1 - Trip Generation Kings Highway Commerce Park

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
General Office	710	22,000	Sft	Ln(T) = 0.87Ln(X) + 3.05	50%	50%	156	155	311
Warehousing	150	368,000	Sft	T = 1.58(X) + 38.29	50%	50%	310	310	620
TOTALS							**466**	**465**	**931**

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
General Office	710	22,000	Sft	Ln(T) = 0.86Ln(X) + 1.16	88%	12%	40	6	46
Warehousing	150	368,000	Sft	T = 0.17(X)	77%	23%	49	14	63
TOTALS							**89**	**20**	**109**

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
General Office	710	22,000	Sft	Ln(T) = 0.83Ln(X) + 1.29	17%	83%	8	39	47
Warehousing	150	368,000	Sft	T = 0.18(X)	28%	72%	18	48	66
TOTALS							**26**	**87**	**113**

Source: ITE 11th Edition Trip Generation Rates

PROJECT DISTRIBUTION/ ASSIGNMENT/IMPACT

The project traffic was distributed by general geographic direction and then assigned to the roadway network.

Distribution/ Assignment – This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. The project assignment is shown in **Figure 2.**

Impact – Tables 2a and 2b summarize the project impact as a percent of service volume capacity. Significant is defined as 1% or more on an adjacent link and 3% or more on all other links. As shown, the project is significant on several links.

OTHER PROJECT TRAFFIC/GROWTH RATE

Other project data includes committed traffic from Creekside, Bent Creek, Celebration Pointe, Whispering Oaks, St. Lucie Commerce Center, Walsh Crossroads, Project Hurricane, Project Hunt, Wawa Kingsgate, Stonemont, Ferrell Communities, Sunnyland, Drawdy Angle Road, KRE, Orange 95, Hillpointe Residential, 7/11 Angle Road, Jenkins Waypoint, and Kings Highway Warehouse. These projects plus a growth rate of 1.5% were added to estimate background traffic. A 4-year, area wide historical growth rate of -0.72% was calculated, but the higher rate of 1.5% was applied.

Details of the background traffic and growth rate are included in **Appendix C**.

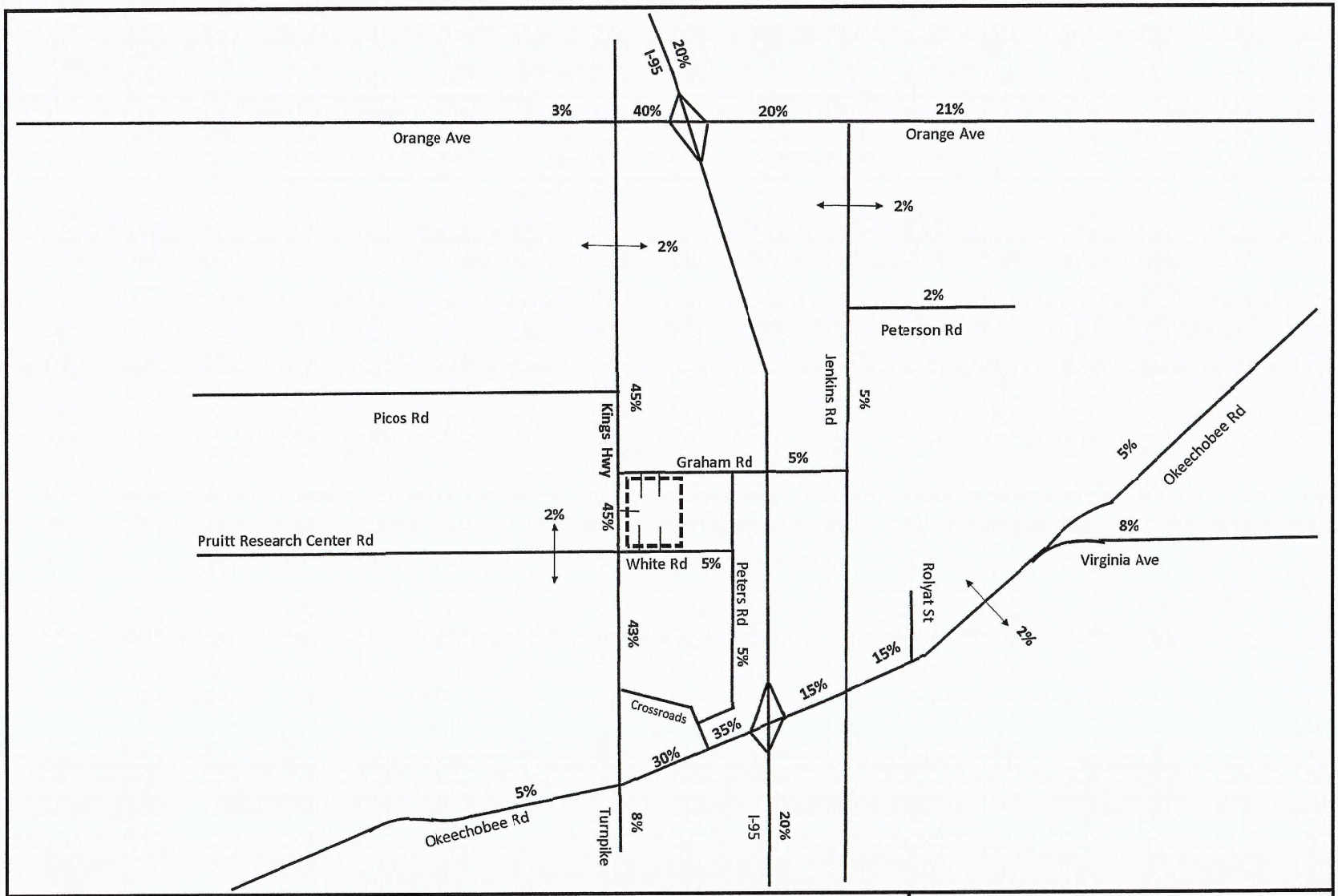
LINK ANALYSIS / REVIEW

The project is significant on several links, these links were analyzed further to ensure they will meet concurrency. **Table 3a and 3b** summarizes the results of the link analysis. As shown, all roadways will operate at acceptable levels of service at project buildout.

INTERSECTION ANALYSIS - Kings Highway and White Road

The intersection of White Road at Kings Highway was analyzed for the AM and PM peak hours using HCS for signalized intersections. As part of the Kings Highway widening project, Research Center Road and White Road will be aligned. The FDOT has approved a signal when warranted through Kings Highway Commerce Park. The intersection will operate at a level of service C in the AM and PM peak hours at project build out as a signalized intersection.

The intersection data are included in **Appendix D.** The LOS results are included in the next section of the report.



NTS Job Number: SR22061.0	O'ROURKE ENGINEERING & PLANNING 3725 SE Ocean Blvd, Suite 201 Stuart, F, 34996 Date: 01.04.2024	Legend = Project Location

Figure 2

Percent Assignment

Kings Highway Commerce Center

TABLE 2a - Project Percent Impact - AM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links) (2)	Peak Hour Service Capacity (E+C) (1)	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Peters Rd	Crossroads Pkwy	White Rd	NB	IN	NO	750	4	0.53%	5%
	Crossroads Pkwy	White Rd	SB	OUT	NO	750	1	0.13%	5%
	White Rd	Graham Rd	NB	OUT	NO	750	1	0.13%	5%
	White Rd	Graham Rd	SB	IN	NO	750	4	0.53%	5%
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	NB	IN	NO	1900 (3)	38	2.00%	43%
	Okeechobee Rd	Crossroads Pkwy	SB	OUT	NO	1900 (3)	9	0.47%	43%
	Crossroads Pkwy	Graham Rd	NB	IN	YES	1900 (3)	40	2.11%	45%
	Crossroads Pkwy	Graham Rd	SB	OUT	NO	1900 (3)	9	0.47%	45%
	Graham Rd	Picos Rd	NB	OUT	NO	1900 (3)	9	0.47%	45%
	Graham Rd	Picos Rd	SB	IN	NO	1900 (3)	40	2.11%	45%
	Picos Rd	Orange Ave	NB	OUT	NO	1900 (3)	9	0.47%	45%
	Picos Rd	Orange Ave	SB	IN	NO	1900 (3)	40	2.11%	45%
Graham Rd	Kings Hwy	Jenkins Rd	EB	OUT	NO	630	1	0.16%	5%
	Kings Hwy	Jenkins Rd	WB	IN	NO	630	4	0.63%	5%
Virginia Ave	Okeechobee Rd	Hartman Rd	EB	OUT	NO	3020	2	0.07%	8%
	Okeechobee Rd	Hartman Rd	WB	IN	NO	3020	7	0.23%	8%
Orange Ave	Jenkins Rd	Hartman Rd	EB	OUT	NO	2100	4	0.19%	21%
	Jenkins Rd	Hartman Rd	WB	IN	NO	2100	19	0.90%	21%
	I-95	Jenkins Rd	EB	OUT	NO	2100	4	0.19%	20%
	I-95	Jenkins Rd	WB	IN	NO	2100	18	0.86%	20%
	Kings Hwy	I - 95	EB	OUT	NO	2100	8	0.38%	40%
	Kings Hwy	I - 95	WB	IN	NO	2100	36	1.71%	40%
	Campbell Rd	Kings Hwy	EB	IN	NO	1070	3	0.28%	3%
	Campbell Rd	Kings Hwy	WB	OUT	NO	1070	1	0.09%	3%
Jenkins Rd	Graham Rd	Peterson Rd	NB	OUT	NO	630	1	0.16%	5%
	Graham Rd	Peterson Rd	SB	IN	NO	630	4	0.63%	5%
	Peterson Rd	Orange Ave	NB	OUT	NO	920	1	0.11%	3%
	Peterson Rd	Orange Ave	SB	IN	NO	920	3	0.33%	3%
Okeechobee Rd	McCarty Rd	Florida Turnpike	EB	IN	NO	3240	4	0.12%	5%
	McCarty Rd	Florida Turnpike	WB	OUT	NO	3240	1	0.03%	5%
	Florida Turnpike	Kings Hwy	EB	IN	NO	2100	4	0.19%	5%
	Florida Turnpike	Kings Hwy	WB	OUT	NO	2100	1	0.05%	5%
	Kings Hwy	I - 95	EB	OUT	NO	4240	7	0.17%	35%
	Kings Hwy	I - 95	WB	IN	NO	4240	31	0.73%	35%
	I - 95	Jenkins Rd	EB	OUT	NO	4240	3	0.07%	15%
	I - 95	Jenkins Rd	WB	IN	NO	4240	13	0.31%	15%
	Jenkins Rd	McNeil Ave	EB	OUT	NO	4040	3	0.07%	15%
	Jenkins Rd	McNeil Ave	WB	IN	NO	4040	13	0.32%	15%
I-95	Midway Rd	Okeechobee Rd	NB	IN	NO	5500	18	0.33%	20%
	Midway Rd	Okeechobee Rd	SB	OUT	NO	5500	4	0.07%	20%
	Orange Ave	Indrio Rd	NB	OUT	NO	7320	4	0.05%	20%
	Orange Ave	Indrio Rd	SB	IN	NO	7320	18	0.25%	20%

(1) FDOT 2023 Service Capacity Tables & St. Lucie TPO

(2) According to the Guidelines prepared by the TPO and modified by the City and County

(3) C3C Classification = 1,810 * 1.05 Exclusive Right Turn Lanes = 1,900

Two-Way:	109
Net In:	89
Net Out:	20

TABLE 2b - Project Percent Impact - PM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links) (2)	Peak Hour Service Capacity (E+C) (1)	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Peters Rd	Crossroads Pkwy	White Rd	NB	IN	NO	750	1	0.13%	5%
	Crossroads Pkwy	White Rd	SB	OUT	NO	750	4	0.53%	5%
	White Rd	Graham Rd	NB	OUT	NO	750	4	0.53%	5%
	White Rd	Graham Rd	SB	IN	NO	750	1	0.13%	5%
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	NB	IN	NO	1900 (3)	11	0.58%	43%
	Okeechobee Rd	Crossroads Pkwy	SB	OUT	NO	1900 (3)	37	1.95%	43%
	Crossroads Pkwy	Graham Rd	NB	IN	NO	1900 (3)	12	0.63%	45%
	Crossroads Pkwy	Graham Rd	SB	OUT	YES	1900 (3)	39	2.05%	45%
	Graham Rd	Picos Rd	NB	OUT	NO	1900 (3)	39	2.05%	45%
	Graham Rd	Picos Rd	SB	IN	NO	1900 (3)	12	0.63%	45%
	Picos Rd	Orange Ave	NB	OUT	NO	1900 (3)	39	2.05%	45%
	Picos Rd	Orange Ave	SB	IN	NO	1900 (3)	12	0.63%	45%
Graham Rd	Kings Hwy	Jenkins Rd	EB	OUT	NO	630	4	0.63%	5%
	Kings Hwy	Jenkins Rd	WB	IN	NO	630	1	0.16%	5%
Virginia Ave	Okeechobee Rd	Hartman Rd	EB	OUT	NO	3020	7	0.23%	8%
	Okeechobee Rd	Hartman Rd	WB	IN	NO	3020	2	0.07%	8%
Orange Ave	Jenkins Rd	Hartman Rd	EB	OUT	NO	2100	18	0.86%	21%
	Jenkins Rd	Hartman Rd	WB	IN	NO	2100	5	0.24%	21%
	I-95	Jenkins Rd	EB	OUT	NO	2100	17	0.81%	20%
	I-95	Jenkins Rd	WB	IN	NO	2100	5	0.24%	20%
	Kings Hwy	I - 95	EB	OUT	NO	2100	35	1.67%	40%
	Kings Hwy	I - 95	WB	IN	NO	2100	10	0.48%	40%
	Campbell Rd	Kings Hwy	EB	IN	NO	1070	1	0.09%	3%
	Campbell Rd	Kings Hwy	WB	OUT	NO	1070	3	0.28%	3%
Jenkins Rd	Graham Rd	Peterson Rd	NB	OUT	NO	630	4	0.63%	5%
	Graham Rd	Peterson Rd	SB	IN	NO	630	1	0.16%	5%
	Peterson Rd	Orange Ave	NB	OUT	NO	920	3	0.33%	3%
	Peterson Rd	Orange Ave	SB	IN	NO	920	1	0.11%	3%
Okeechobee Rd	McCarty Rd	Florida Turnpike	EB	IN	NO	3240	1	0.03%	5%
	McCarty Rd	Florida Turnpike	WB	OUT	NO	3240	4	0.12%	5%
	Florida Turnpike	Kings Hwy	EB	IN	NO	2100	1	0.05%	5%
	Florida Turnpike	Kings Hwy	WB	OUT	NO	2100	4	0.19%	5%
	Kings Hwy	I - 95	EB	OUT	NO	4240	30	0.71%	35%
	Kings Hwy	I - 95	WB	IN	NO	4240	9	0.21%	35%
	I - 95	Jenkins Rd	EB	OUT	NO	4240	13	0.31%	15%
	I - 95	Jenkins Rd	WB	IN	NO	4240	4	0.09%	15%
	Jenkins Rd	Virginia Ave	EB	OUT	NO	4040	13	0.32%	15%
	Jenkins Rd	Virginia Ave	WB	IN	NO	4040	4	0.10%	15%
I-95	Midway Rd	Okeechobee Rd	NB	IN	NO	5500	5	0.09%	20%
	Midway Rd	Okeechobee Rd	SB	OUT	NO	5500	17	0.31%	20%
	Orange Ave	Indrio Rd	NB	OUT	NO	7320	17	0.23%	20%
	Orange Ave	Indrio Rd	SB	IN	NO	7320	5	0.07%	20%

(1) FDOT 2023 Service Capacity Tables & St. Lucie TPO

(2) According to the Guidelines prepared by the TPO and modified by the City and County

(3) C3C Classification = 1,810 * 1.05 Exclusive Right Turn Lanes = 1,900

Two-Way:	113
Net In:	26
Net Out:	87

TABLE 3a - Link Analysis - AM

Segment	From	To	Direction	AADT 2023	D Factor	2023 Peak Hour Volume - Peak Direction from TPO[1]	2023 Peak Hour Directional Volumes	Yearly Growth Rate (from 2023 to 2025)	2025 AM Peak Hour + Growth	AM Peak Hour Committed Projects Directional	2025 Growth + Committed Peak Direction	Peak Hour Service Capacity	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capadty-Peak Hour	Does Project Satisfy Concurrency?	Project Percent Assignment
Kings Hwy	Crossroads Pkwy	Graham Rd	NB	9383	0.562	472	472	1.50%	486	537	1123	1900	40	1163	2.11%	YES	45%
	Crossroads Pkwy	Graham Rd	SB	9383	0.438	472	368[2]	1.50%	379	473	852	1900	9	861	0.47%	YES	45%
	Graham Rd	Picos Rd	NB	7181	0.562	361	361	1.50%	372	523	895	1900	9	904	0.47%	YES	45%
	Graham Rd	Picos Rd	SB	7181	0.438	361	281[2]	1.50%	290	538	828	1900	40	868	2.11%	YES	45%

(1) St. Lucie County 2023 Traffic Counts and LOS Report

(2) Calculated using TPO peak hour volumes and D Factors from traffic counts.

Two-Way:	109
Net In:	89
Net Out:	20
Years Grown:	2

TABLE 3b - Link Analysis - PM

Segment	From	To	Direction	AADT 2023	D Factor	2023 Peak Hour Volume - Peak Direction from TPO[1]	2023 Peak Hour Directional Volumes	Yearly Growth Rate (from 2023 to 2025)	2025 PM Peak Hour + Growth	PM Peak Hour Committed Projects Directional	2025 Growth + Committed Peak Direction	Peak Hour Service Capacity	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Does Project Satisfy Concurrency?	Project Percent Assignment
Kings Hwy	Crossroads Pkwy	Graham Rd	NB	9383	0.438	472	368[2]	1.50%	379	574	953	1900	12	965	0.63%	YES	45%
	Crossroads Pkwy	Graham Rd	SB	9383	0.562	472	472	1.50%	486	623	1109	1900	39	1148	2.05%	YES	45%
	Graham Rd	Picos Rd	NB	7181	0.438	361	281[2]	1.50%	290	649	939	1900	39	978	2.05%	YES	45%
	Graham Rd	Picos Rd	SB	7181	0.562	361	361	1.50%	372	498	870	1900	12	882	0.63%	YES	45%

(1) St. Lucie County 2023 Traffic Counts and LOS Report

(2) Calculated using TPO peak hour volumes and D Factors from traffic counts.

Two-Way:	113
Net In:	26
Net Out:	87
Years Grown:	2

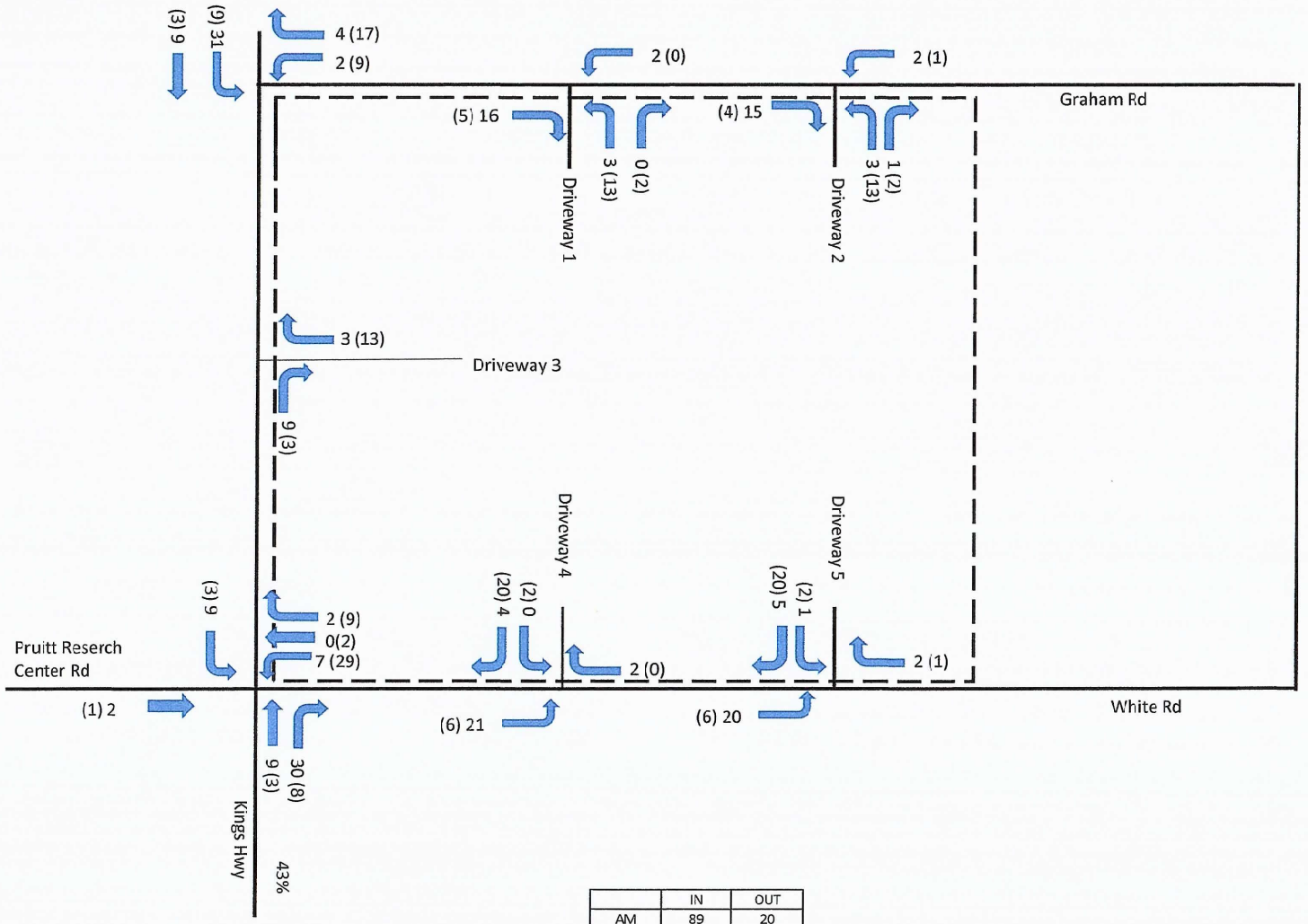
DRIVEWAY VOLUMES – Kings Highway and Graham Road Analysis

The project will have a total of 5 driveways. Driveway 1 is a full access driveway located on Graham Road, Driveway 2 will be a full access driveway on Graham Road, Driveway 3 will be a right-in/right-out on Kings Highway and Driveways 4 and 5 will be full access driveways located on White Road. **Figure 3** shows the driveway volumes for the AM and PM peak hours. A northbound right turn lane is proposed at Driveway 3 on Kings Highway. Turn lanes are not proposed on White Road or Graham Road.

Graham Road at Kings Highway was analyzed as an unsignalized intersection to determine queue lengths and level of service. Both the AM and PM peak hours will operate at acceptable levels of service. The queue westbound will not exceed one vehicle length. The location of Driveway 3 is outside the functional area of the intersection.

CONCLUSION

With 109 net new AM peak hour trips and 113 net new PM peak hour trips, all links and intersections operate at acceptable levels of service with the existing roadway network. Therefore, the project meets the requirements for concurrency.



	IN	OUT
AM	89	20
PM	26	87

NTS

O'ROURKE ENGINEERING & PLANNING

3725 SE Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number: SR22061.0 | Date: C1.04.2023

Legend

= Project Location

XX (XX) = AM (PM)

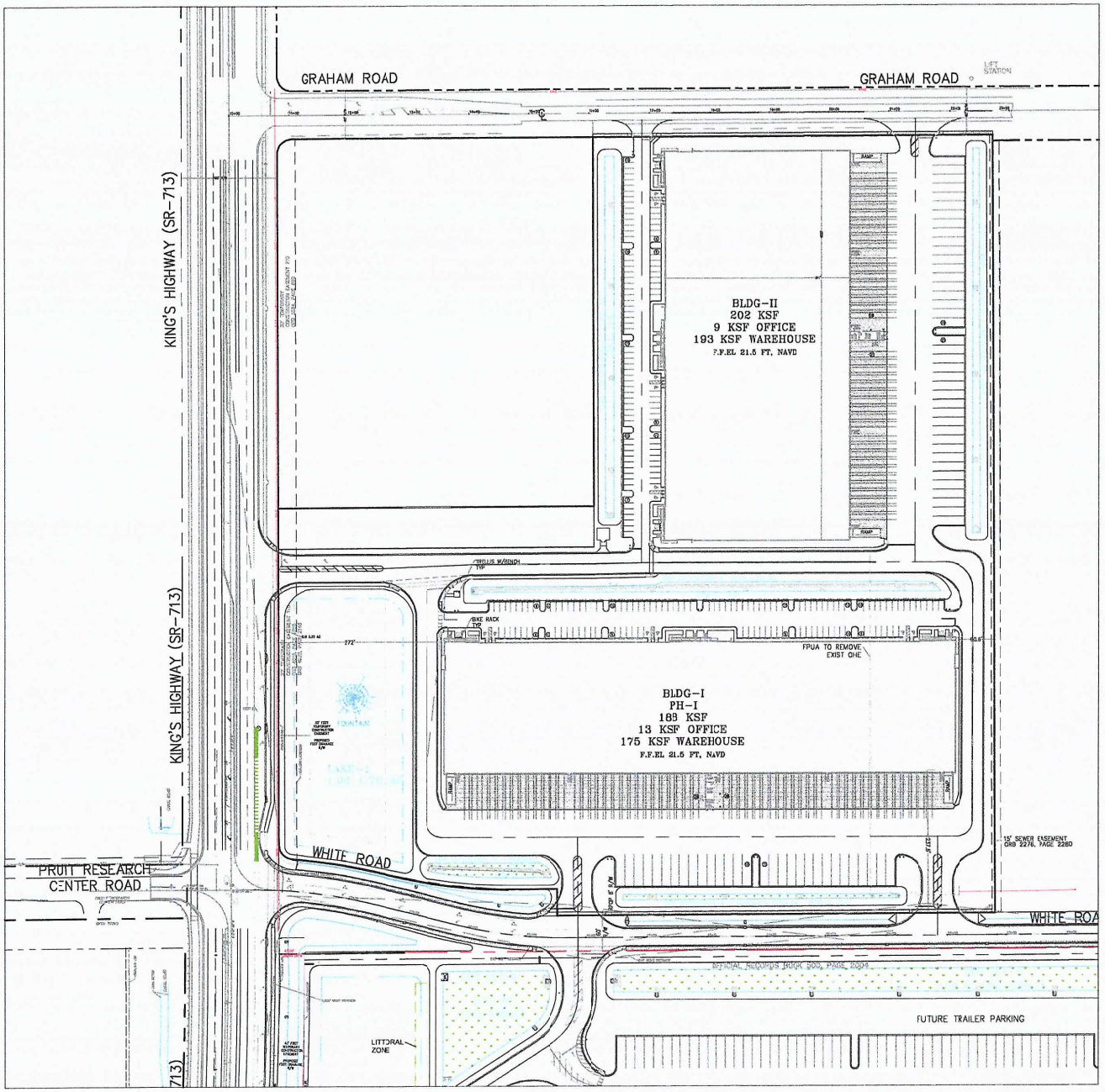
Figure 3

Driveway Volumes

Kings Highway Commerce Center

APPENDIX A

SITE PLAN



AERIAL



VICINITY MAP

SECTION 13, TWP 35S, RGE 39E

N

80' 0 40' 80' 160'

SCALE: 1" = 80'

SITE DATA

PROPOSED USE	OFFICE/WAREHOUSE/DISTRIBUTION		
FUTURE LAND USE	GC		
PROPOSED ZONING	CP-1		
PARCEL AREA	1,155,690 SF	26.53 AC	100%
BUILDOUT			
BUILDING AREA	390,000 SF		34.2%
OFFICE	22,000 SF		
WAREHOUSE	368,000 SF		
PHASE-I			
BUILDING AREA	188,000 SF		
OFFICE	13,000 SF		
WAREHOUSE	175,000 SF		
PHASE-II			
BUILDING AREA	202,000 SF		
OFFICE	9,000 SF		
WAREHOUSE	193,000 SF		
PARKING REQ PH-I			101 SP
OFFICE ITE RATE	13,000 SF @ 2.39/KSF		32 SP
WAREHOUSE ITE RATE	175,000 SF @ 0.39/KSF		69 SP
HANDICAP			5 SP
BICYCLE			6 SP
PARKING PROP			130 SP
HANDICAP			6 SP
BICYCLE			8 SP
LOADING REQ			8 SP
LOADING PROP			55 SP
PARKING REQ PH-II			98 SP
OFFICE ITE RATE	9,000 SF @ 2.39/KSF		22 SP
WAREHOUSE ITE RATE	193,000 SF @ 0.39/KSF		76 SP
HANDICAP			5 SP
BICYCLE			6 SP
PARKING PROP			98 SP
HANDICAP			6 SP
BICYCLE			8 SP
LOADING REQ			8 SP
LOADING PROP			39 SP
PAVT/SW	573,250 SF		
TOTAL IMPERVIOUS	1,015,250 SF		
LAKES	156,816 SF		
PERVIOUS	344,405 SF		
BLDG HEIGHT	65 FT MAX		

SETBACKS	REQ'D	PROP
FRONT	15'	273'
REAR	10'	60.6'
SIDE STREET	10'	187.3'
SIDE	20'	NA

PCN
2313-333-0001-000-7
2313-332-0000-010-0
2313-332-0000-000-7
2313-331-0001-000-4

LEGACY
DEVELOPMENT PARTNERS

REVISIONS
09/21/22 REV SLC
07/11/23 REV SLT
10/03/23 REV SP

Jeff H. Iravani, Inc.
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1934 COMMERCE LANE, SUITE 5
JUPITER, FLORIDA 33458
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FAX: (561) 575-0031
EMAIL: JHI@JHInc.com
WEBSITE: www.JHInc.com

Kings Highway
Commerce Center
Fort Pierce, Florida

Master Site Plan

DATE	SCALE	DESIGNED BY	DRAWN BY	JOB NO.
07-07-22	1"=80'	JHI	DDI	2205-1402

SEAL

SHEET NO.
MSP-1

A-1

APPENDIX B

ST. LUCIE COUNTY 2023 LEVEL OF SERVICE REPORT
&
FDOT 2023 QUALITY LEVEL OF SERVICE

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
GATLIN BLVD	E OF I-95 to SAVAGE BLVD	49,323	3,170	2,408	C	0.76	2,408	C	0.76
GATLIN BLVD	SAVAGE BLVD to ROSSER BLVD	49,323	3,170	2,408	C	0.76	2,408	C	0.76
GATLIN BLVD	ROSSER BLVD to SAVONA BLVD	49,323	3,170	2,408	C	0.76	2,408	C	0.76
GATLIN BLVD	SAVONA BLVD to PORT ST LUCIE BLVD	49,323	3,170	2,408	C	0.76	2,408	C	0.76
GEORGIA AVE	25TH ST to OKEECHOBEE RD	4,000	600	233	C	0.39	223	C	0.37
GEORGIA AVE	OKEECHOBEE RD to 17TH ST	4,000	750	233	C	0.31	223	C	0.30
GEORGIA AVE	17TH ST to 13TH ST	5,400	600	275	C	0.46	277	C	0.46
GEORGIA AVE	13TH ST to 7TH ST	2,500	600	152	C	0.25	170	C	0.28
GEORGIA AVE	7TH ST to US 1	2,200	600	121	C	0.20	131	C	0.22
GILSON RD	MARTIN C.L. to BECKER RD	11,039	710	925	F	1.30	957	F	1.35
GILSON RD	BECKER RD to LAKERIDGE DR	11,039	540	925	F	1.71	957	F	1.77
GLADES CUT-OFF RD	RANGE LINE RD to RESERVE BLVD	2,894	1,070	182	B	0.17	192	B	0.18
GLADES CUT-OFF RD	RESERVE BLVD to COMMERCE CENTER DR	5,748	1,070	452	C	0.42	526	C	0.49
GLADES CUT-OFF RD	CARLTON RD to RANGE LINE RD	2,894	390	182	B	0.47	192	B	0.49
GLADES CUT-OFF RD	COMMERCE CENTER DR to MIDWAY RD	3,331	920	162	C	0.18	162	C	0.18
GLADES CUT-OFF RD	MIDWAY RD to JENKINS RD	10,787	790	647	D	0.82	685	D	0.87
GLADES CUT-OFF RD	JENKINS RD to SELVITZ RD	5,900	830	351	C	0.42	326	C	0.39
GRAHAM RD	KINGS HWY to JENKINS RD	2,686	630	170	C	0.27	170	C	0.27
GREEN RIVER PKWY	MARTIN C.L. to CHARLESTON DR	5,780	1,070	401	C	0.38	364	B	0.34
GREEN RIVER PKWY	CHARLESTON DR to MELALEUCA BLVD	5,780	1,070	401	C	0.38	364	B	0.34
GREEN RIVER PKWY	MELALEUCA BLVD to WALTON RD	5,780	1,070	401	C	0.38	364	B	0.34
HARTMAN RD	OKEECHOBEE RD to PETERSON RD	6,204	750	296	C	0.40	289	C	0.39
HARTMAN RD	PETERSON RD to DELAWARE AVE	6,204	540	296	D	0.55	289	D	0.54
HARTMAN RD	DELAWARE AVE to ORANGE AVE	6,204	790	296	C	0.38	289	C	0.37
HEADER CANAL RD	OKEECHOBEE RD to ORANGE AVE	598	670	50	B	0.08	60	B	0.09
HILLMOOR DR	US 1 to LENNARD RD	7,100	790	394	D	0.50	373	C	0.47
I-95	GATLIN BLVD to ST LUCIE WEST BLVD	87,285	5,500	5,058	D	0.92	5,058	D	0.92
I-95	ST LUCIE WEST BLVD to MIDWAY RD	70,410	5,500	4,080	C	0.74	4,080	C	0.74
I-95	MIDWAY RD to OKEECHOBEE RD	81,706	5,500	4,734	D	0.86	4,734	D	0.86

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				Volume	LOS	V/C	Volume	LOS	V/C
I-95	OKEECHOBEE RD to ORANGE AVE	59,903	7,320	3,439	B	0.47	3,439	B	0.47
I-95	ORANGE AVE to INDRIO RD	52,086	7,320	3,018	B	0.41	3,018	B	0.41
INDIAN RIVER DR	CITRUS AVE to ORANGE AVE	5,559	750	276	C	0.37	276	C	0.37
INDIAN RIVER DR	ORANGE AVE to AVENUE A	6,098	750	302	C	0.40	302	C	0.40
INDIAN RIVER DR	AVENUE D to SEAWAY DR	6,293	790	312	C	0.40	312	C	0.40
INDIAN RIVER DR	AVENUE A to AVENUE D	6,293	540	312	D	0.58	312	D	0.58
INDRIO RD	PRIVATE RD to I-95 W RAMP	1,130	1,080	56	B	0.05	56	B	0.05
INDRIO RD	I-95 W RAMP to I-95 E RAMP	1,130	3,240	56	B	0.02	56	B	0.02
INDRIO RD	I-95 E RAMP to KOBLEGARD RD	11,474	3,240	560	B	0.17	560	B	0.17
INDRIO RD	KOBLEGARD RD to JOHNSTON RD	11,474	700	560	C	0.80	560	C	0.80
INDRIO RD	JOHNSTON RD to EMERSON AVE	11,474	880	560	C	0.64	560	C	0.64
INDRIO RD	EMERSON RD to SEMINOLE RD	10,743	920	524	C	0.57	524	C	0.57
INDRIO RD	SEMINOLE RD to KINGS HWY	10,743	790	524	D	0.66	524	D	0.66
INDRIO RD	KINGS HWY to SLASH PINE TRL	6,500	790	411	D	0.52	404	D	0.51
INDRIO RD	SLASH PINE TRL to US 1	6,500	920	411	C	0.45	404	C	0.44
INDRIO RD	US 1 to OLD DIXIE HWY	1,245	750	108	C	0.14	114	C	0.15
JENKINS RD	EDWARDS RD to OKEECHOBEE RD	10,375	880	488	C	0.56	535	C	0.61
JENKINS RD	OKEECHOBEE RD to GRAHAM RD	10,849	920	567	C	0.62	574	C	0.62
JENKINS RD	GRAHAM RD to PETERSON RD	10,849	630	567	C	0.90	574	C	0.91
JENKINS RD	PETERSON RD to ORANGE AVE	10,849	920	567	C	0.62	574	C	0.62
JENNINGS RD	US 1 to LENNARD RD	5,465	2,100	286	C	0.14	273	C	0.13
JOHNSTON RD	ANGLE RD to L20	2,909	1,070	228	B	0.21	200	B	0.19
JOHNSTON RD	L20 to MEADOWOOD DR	2,604	1,070	172	B	0.16	163	B	0.15
JOHNSTON RD	MEADOWOOD DR to OLD JOHNSTON RD	2,604	1,070	172	B	0.16	163	B	0.15
JOHNSTON RD	OLD JOHNSTON RD to INDRIO RD	2,604	1,070	172	B	0.16	163	B	0.15
JOHNSTON RD	INDRIO RD to RUSSOS RD	10,000	1,070	580	C	0.54	547	C	0.51
JOHNSTON RD	RUSSOS RD to INDIAN RIVER C.L.	10,000	1,070	580	C	0.54	547	C	0.51
JUANITA AVE	53RD ST to 25TH ST	1,972	750	126	C	0.17	103	C	0.14
JUANITA AVE	25TH ST to US 1	3,749	750	191	C	0.26	209	C	0.28

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				Volume	LOS	V/C	Volume	LOS	V/C
KEEN RD	ANGLE RD to JUANITA AVE	3,200	630	234	C	0.37	253	C	0.40
KEEN RD	JUANITA AVE to ST LUCIE BLVD	3,200	630	234	C	0.37	253	C	0.40
KINGS HWY	OKEECHOBEE RD to CROSSROADS PKWY	9,383	880	472	C	0.54	472	C	0.54
KINGS HWY	CROSSROADS PKWY to GRAHAM RD	9,383	700	472	C	0.67	472	C	0.67
KINGS HWY	GRAHAM RD to PICOS RD	7,181	700	361	C	0.52	361	C	0.52
KINGS HWY	PICOS RD to ORANGE AVE	7,181	880	361	C	0.41	361	C	0.41
KINGS HWY	ORANGE AVE to ANGLE RD	15,247	920	767	C	0.83	767	C	0.83
KINGS HWY	ANGLE RD to ST LUCIE BLVD	11,202	880	547	C	0.62	547	C	0.62
KINGS HWY	ST LUCIE BLVD to INDRIO RD	13,787	880	673	C	0.77	673	C	0.77
KIRBY LOOP RD	EDWARDS RD to 35TH ST	2,581	630	150	C	0.24	139	C	0.22
KITTERMAN RD	OLEANDER AVE to US 1	2,600	750	167	C	0.22	136	C	0.18
KITTERMAN RD	US 1 to LENNARD EXT	2,095	750	123	C	0.16	128	C	0.17
LENNARD RD	US 1 to MARIPOSA AVE	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	MARIPOSA AVE to MELALEUCA BLVD	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	MELALEUCA BLVD to JENNINGS RD	20,570	1,630	1,234	D	0.76	1,170	D	0.72
LENNARD RD	JENNINGS RD to HILLMOOR DR	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	HILLMOOR DR to TIFFANY AVE	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	TIFFANY AVE to WALTON RD	7,365	1,710	403	C	0.24	389	C	0.23
LENNARD RD	WALTON RD to S OF SAVANNA CLUB BLVD	3,748	790	259	C	0.33	246	C	0.31
LYNGATE DR	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	9,700	920	612	C	0.67	553	C	0.60
LYNGATE DR	MORNINGSIDE BLVD to US 1	9,700	920	612	C	0.67	553	C	0.60
MARIPOSA AVE	LENNARD RD to HALLAHAN ST	7,300	880	568	C	0.65	541	C	0.62
MCCARTY RD	WILLIAMS RD to MIDWAY RD	364	540	27	C	0.05	25	C	0.05
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	431	540	37	C	0.07	37	C	0.07
MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	4,900	790	307	C	0.39	298	C	0.38
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	4,900	540	307	D	0.57	298	D	0.55
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	10,710	920	630	C	0.69	601	C	0.65
MIDWAY RD	EAST TORINO PKWY to MILNER DR	25,000	880	1,245	F	1.42	1,298	F	1.48
MIDWAY RD	MILNER DR to W OF SELVITZ RD	25,000	790	1,245	F	1.58	1,298	F	1.64

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				Volume	LOS	V/C	Volume	LOS	V/C
KEEN RD	ANGLE RD to JUANITA AVE	3,200	630	234	C	0.37	253	C	0.40
KEEN RD	JUANITA AVE to ST LUCIE BLVD	3,200	630	234	C	0.37	253	C	0.40
KINGS HWY	OKEECHOBEE RD to CROSSROADS PKWY	9,383	880	472	C	0.54	472	C	0.54
KINGS HWY	CROSSROADS PKWY to GRAHAM RD	9,383	700	472	C	0.67	472	C	0.67
KINGS HWY	GRAHAM RD to PICOS RD	7,181	700	361	C	0.52	361	C	0.52
KINGS HWY	PICOS RD to ORANGE AVE	7,181	880	361	C	0.41	361	C	0.41
KINGS HWY	ORANGE AVE to ANGLE RD	15,247	920	767	C	0.83	767	C	0.83
KINGS HWY	ANGLE RD to ST LUCIE BLVD	11,202	880	547	C	0.62	547	C	0.62
KINGS HWY	ST LUCIE BLVD to INDRIO RD	13,787	880	673	C	0.77	673	C	0.77
KIRBY LOOP RD	EDWARDS RD to 35TH ST	2,581	630	150	C	0.24	139	C	0.22
KITTERMAN RD	OLEANDER AVE to US 1	2,600	750	167	C	0.22	136	C	0.18
KITTERMAN RD	US 1 to LENNARD EXT	2,095	750	123	C	0.16	128	C	0.17
LENNARD RD	US 1 to MARIPOSA AVE	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	MARIPOSA AVE to MELALEUCA BLVD	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	MELALEUCA BLVD to JENNINGS RD	20,570	1,630	1,234	D	0.76	1,170	D	0.72
LENNARD RD	JENNINGS RD to HILLMOOR DR	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	HILLMOOR DR to TIFFANY AVE	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	TIFFANY AVE to WALTON RD	7,365	1,710	403	C	0.24	389	C	0.23
LENNARD RD	WALTON RD to S OF SAVANNA CLUB BLVD	3,748	790	259	C	0.33	246	C	0.31
LYNGATE DR	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	9,700	920	612	C	0.67	553	C	0.60
LYNGATE DR	MORNINGSIDE BLVD to US 1	9,700	920	612	C	0.67	553	C	0.60
MARIPOSA AVE	LENNARD RD to HALLAHAN ST	7,300	880	568	C	0.65	541	C	0.62
MCCARTY RD	WILLIAMS RD to MIDWAY RD	364	540	27	C	0.05	25	C	0.05
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	431	540	37	C	0.07	37	C	0.07
MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	4,900	790	307	C	0.39	298	C	0.38
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	4,900	540	307	D	0.57	298	D	0.55
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	10,710	920	630	C	0.69	601	C	0.65
MIDWAY RD	EAST TORINO PKWY to MILNER DR	25,000	880	1,245	F	1.42	1,298	F	1.48
MIDWAY RD	MILNER DR to W OF SELVITZ RD	25,000	790	1,245	F	1.58	1,298	F	1.64

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				Volume	LOS	V/C	Volume	LOS	V/C
ORANGE AVE	SHINN RD to CAMPBELL RD	2,957	1,070	142	B	0.13	142	B	0.13
ORANGE AVE	CAMPBELL RD to KINGS HWY	2,957	1,070	142	B	0.13	142	B	0.13
ORANGE AVE	KINGS HWY to I-95	18,080	2,100	910	C	0.43	910	C	0.43
ORANGE AVE	I-95 to JENKINS RD	14,693	2,100	717	C	0.34	717	C	0.34
ORANGE AVE	JENKINS RD to HARTMAN RD	16,898	2,100	825	C	0.39	825	C	0.39
ORANGE AVE	HARTMAN RD to ANGLE RD	16,898	2,100	825	C	0.39	825	C	0.39
ORANGE AVE	ANGLE RD to 25TH ST	9,547	1,710		B			B	
ORANGE AVE	25TH ST to 17TH ST	13,554	1,630	661	C	0.41	661	C	0.41
ORANGE AVE	17TH ST to 13TH ST	13,554	1,710	661	C	0.39	661	C	0.39
ORANGE AVE	13TH ST to 10TH ST	13,554	750	661	D	0.88	661	D	0.88
ORANGE AVE	10TH ST to 7TH ST	9,873	600	482	D	0.80	482	D	0.80
ORANGE AVE	7TH ST to US 1	7,622	600	372	D	0.62	372	D	0.62
ORANGE AVE	US 1 to 2ND ST	4,209	600	209	C	0.35	209	C	0.35
ORANGE AVE	2ND ST to INDIAN RIVER DR	4,209	750	209	C	0.28	209	C	0.28
PARR DR	PORT ST LUCIE BLVD to DARWIN BLVD	2,283	700	177	C	0.25	153	C	0.22
PARR DR	DARWIN BLVD to TULIP BLVD	2,100	540	184	C	0.34	140	C	0.26
PARR DR	SAVONA BLVD to PORT ST LUCIE BLVD	2,283	700	177	C	0.25	153	C	0.22
PARR DR	ROSSER BLVD to SAVONA BLVD	2,283	630	177	C	0.28	153	C	0.24
PEACOCK BLVD	CALIFORNIA BLVD to CASHMERE BLVD	5,417	630	343	C	0.54	381	C	0.61
PEACOCK BLVD	UNIVERSITY BLVD to CALIFORNIA BLVD	11,327	920	778	C	0.85	637	C	0.69
PEACOCK BLVD	ST LUCIE WEST BLVD to UNIVERSITY BLVD	15,129	2,100	699	C	0.33	699	C	0.33
PETERSON RD	BENT CREEK DR to HARTMAN RD	2,195	540	163	C	0.30	150	C	0.28
PICOS RD	CAMPBELL RD to KINGS HWY	1,300	540	87	C	0.16	87	C	0.16
PORT ST LUCIE BLVD	MARTIN C.L. to BECKER RD	16,735	920	774	C	0.84	774	C	0.84
PORT ST LUCIE BLVD	BECKER RD to PAAR DR	16,735	920	774	C	0.84	774	C	0.84
PORT ST LUCIE BLVD	PAAR DR to TULIP BLVD	16,735	700	774	F	1.11	774	F	1.11
PORT ST LUCIE BLVD	TULIP BLVD to DARWIN BLVD	16,735	920	774	C	0.84	774	C	0.84
PORT ST LUCIE BLVD	DARWIN BLVD to GATLIN BLVD	34,500	3,020	1,765	C	0.58	1,744	C	0.58
PORT ST LUCIE BLVD	GATLIN BLVD to DEL RIO BLVD	44,000	3,170	2,481	C	0.78	2,389	C	0.75

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				Volume	LOS	V/C	Volume	LOS	V/C
VETERANS MEMORIAL PKWY	PORT ST LUCIE BLVD to LYNGATE DR	16,283	2,100	793	C	0.38	770	C	0.37
VETERANS MEMORIAL PKWY	LYNGATE DR to US 1	12,866	2,100	657	C	0.31	665	C	0.32
VILLAGE GREEN DR	US 1 to WALTON RD	16,192	2,100	968	C	0.46	1,021	C	0.49
VILLAGE GREEN DR	WALTON RD to TIFFANY AVE	5,358	920	351	C	0.38	296	C	0.32
VILLAGE PKWY	DISCOVERY WAY to TRADITION PKWY	27,500	2,650	1,295	D	0.49	1,331	D	0.50
VILLAGE PKWY	BECKER RD to DISCOVERY WAY	27,500	1,710	1,295	D	0.76	1,331	D	0.78
VILLAGE PKWY	TRADITION PKWY to WESTCLIFFE LN	25,240	1,710	1,390	D	0.81	1,391	D	0.81
VILLAGE PKWY	WESTCLIFFE LN to CROSSTOWN PKWY	20,000	1,710	1,060	D	0.62	1,120	D	0.66
VIRGINIA AVE	35TH ST to 25TH ST	23,460	3,020	1,145	C	0.38	1,145	C	0.38
VIRGINIA AVE	OKEECHOBEE RD to HARTMAN RD	22,086	3,020	1,078	C	0.36	1,078	C	0.36
VIRGINIA AVE	HARTMAN RD to 35TH ST	22,086	3,020	1,078	C	0.36	1,078	C	0.36
VIRGINIA AVE	25TH ST to 13TH ST	21,451	3,020	1,047	C	0.35	1,047	C	0.35
VIRGINIA AVE	13TH ST to 11TH ST	23,517	3,020	1,148	C	0.38	1,148	C	0.38
VIRGINIA AVE	11TH ST to SUNRISE BLVD	23,517	3,170	1,148	C	0.36	1,148	C	0.36
VIRGINIA AVE	SUNRISE BLVD to OLEANDER AVE	20,046	3,020	978	C	0.32	978	C	0.32
VIRGINIA AVE	OLEANDER AVE to COLONIAL RD	18,476	3,170	902	C	0.28	902	C	0.28
VIRGINIA AVE	COLONIAL RD to US 1	18,476	3,020	902	C	0.30	902	C	0.30
WALTON RD	US 1 to VILLAGE GREEN DR	13,990	1,710	716	C	0.42	755	C	0.44
WALTON RD	VILLAGE GREEN DR to LENNARD RD	20,500	1,710	1,099	D	0.64	1,093	D	0.64
WALTON RD	LENNARD RD to GREEN RIVER PKWY	10,646	880	581	C	0.66	634	C	0.72
WALTON RD	GREEN RIVER PKWY to INDIAN RIVER DR	6,561	630	421	C	0.67	400	C	0.64
WEATHERBEE RD	OLEANDER AVE to US 1	2,800	750	175	C	0.23	160	C	0.21
WEATHERBEE RD	US 1 to MIDWAY RD	6,200	750	392	D	0.52	392	D	0.52
WESTCLIFFE LN	TREMONTE AVE to VILLAGE PKWY	5,500	1,470	404	C	0.28	370	C	0.25
WESTMORELAND BLVD	MORNINGSIDE BLVD to PORT ST LUCIE BLVD	13,000	920	696	C	0.76	785	C	0.85
WESTMORELAND BLVD	MARTIN C.L. to MORNINGSIDE BLVD	9,456	920	497	C	0.54	544	C	0.59

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C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables



(C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



(C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

APPENDIX C

OTHER PROJECT DATA/GROWTH RATE

Historical Growth Rate Calculation

Segment	From	To	2018 AADT	2022 AADT	4 Year Historical Growth Rate
Okeechobee Blvd	I-95	McNeil Rd	31,000	38,000	5.22%
	McNeil Rd	Virginia Ave	31,500	33,500	1.55%
Jenkins Rd	Okeechobee Blvd	Orange Ave	10,000	8,600	-3.70%
Kings Hwy	Okeechobee Blvd	Graham Rd	13,600	7,000	-15.30%
	Graham Rd	Orange Ave	9,700	5,400	-13.62%
Orange Ave	Kings Hwy	I-95	21,000	14,400	-9.00%
	I-95	Jenkins Rd	13,100	16,200	5.45%
Virginia Ave	Okeechobee Blvd	35th St	21,500	24,000	2.79%
		Total	151,400	147,100	-0.72%

*Source FDOT Historical Traffic Counts

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0030 - SR 70/VIRGINIA AVE - E OF OKEECHOBEE RD (COUNTY 30)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	24000 C	E 12500	W 11500	9.00	51.40	5.40
2021	21000 C	E 10500	W 10500	9.00	50.90	7.10
2020	20000 F	E 10000	W 10000	9.00	51.30	7.10
2019	21000 C	E 10500	W 10500	9.00	51.00	7.10
2018	21500 C	E 11000	W 10500	9.00	51.30	3.60
2017	20300 C	E 10500	W 9800	9.00	50.90	3.60
2016	22500 C	E 12000	W 10500	9.00	50.90	3.60
2015	21000 C	E 11000	W 10000	9.00	51.00	3.30
2014	20400 C	E 10500	W 9900	9.00	50.80	3.90
2013	21000 C	E 10500	W 10500	9.00	50.80	3.90
2012	21000 C	E 10500	W 10500	9.00	56.80	4.50
2011	23500 C	E 11500	W 12000	9.00	57.20	4.50
2010	22000 C	E 11500	W 10500	10.32	55.40	4.50
2009	22000 C	E 11000	W 11000	10.27	57.35	5.20
2007	16900 C	E 8900	W 8000	10.31	58.74	5.20

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0041 - SR 68 / ORANGE AVE - W OF SR 9/I-95 (COUNTY 41)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	14400 C	E 6900	W 7500	9.00	53.00	20.10
2021	18700 C	E 9100	W 9600	9.00	53.10	20.10
2020	19000 C	E 9000	W 10000	9.00	54.30	20.10
2019	19800 C	E 10500	W 9300	9.00	54.30	22.40
2018	21000 C	E 10500	W 10500	9.00	55.20	22.40
2017	19000 C	E 9800	W 9200	9.00	56.20	22.40
2016	21300 C	E 11500	W 9800	9.00	57.10	25.00
2015	17300 C	E 8500	W 8800	9.00	56.30	25.00
2014	15700 S	E 8000	W 7700	9.00	54.70	16.40
2013	15500 F	E 7900	W 7600	9.00	57.20	16.40
2012	15700 C	E 8000	W 7700	9.00	57.00	16.40
2011	17900 C	E 9000	W 8900	9.00	56.50	24.40
2010	18600 C	E 9400	W 9200	11.51	57.07	24.40
2009	16300 C	E 8200	W 8100	11.11	58.68	24.40
2008	26000 C	E 13000	W 13000	11.51	54.38	22.30
2007	27000 C	E 13500	W 13500	11.51	58.16	22.30

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0035 - SR 68 / ORANGE AVE - E OF SR 9/I-95 (COUNTY 35)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	16200 C	E 7700	W 8500	9.00	51.40	18.70
2021	13400 C	E 6500	W 6900	9.00	50.90	18.70
2020	14700 F	E 7300	W 7400	9.00	51.30	16.60
2019	15300 C	E 7600	W 7700	9.00	51.00	16.60
2018	13100 C	E 7000	W 6100	9.00	51.30	16.60
2017	15400 C	E 7300	W 8100	9.00	50.90	10.80
2016	13900 C	E 6700	W 7200	9.00	50.90	10.80
2015	13600 C	E 6700	W 6900	9.00	51.00	10.80
2014	12600 F	E 6200	W 6400	9.00	50.80	10.40
2013	12600 C	E 6200	W 6400	9.00	50.80	10.40
2012	13700 C	E 6700	W 7000	9.00	56.80	10.40
2011	12900 C	E 6600	W 6300	9.00	57.20	16.30
2010	13800 C	E 6800	W 7000	10.32	55.40	16.30
2009	12200 C	E 6000	W 6200	10.27	57.35	16.30
2008	13200 C	E 6600	W 6600	10.45	58.06	9.70
2007	15100 C	E 7500	W 7600	10.31	58.74	16.60

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0742 - SR 70/OKEECHOBEE RD - SW OF SR 70/VIRGINIA AVE (COUNTY 742)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	33500 C	E 17000	W 16500	9.00	51.40	11.40
2021	35500 C	E 18500	W 17000	9.00	50.90	11.40
2020	29500 F	E 14000	W 15500	9.00	51.30	4.60
2019	30500 C	E 14500	W 16000	9.00	51.00	4.60
2018	31500 C	E 16500	W 15000	9.00	51.30	4.60
2017	31500 C	E 15500	W 16000	9.00	50.90	12.00
2016	26000 C	E 15500	W 10500	9.00	50.90	12.00
2015	26500 C	E 11500	W 15000	9.00	51.00	12.00
2014	30000 C	E 15000	W 15000	9.00	50.80	6.10
2013	27000 C	E 12500	W 14500	9.00	50.80	3.80
2012	33000 C	E 16500	W 16500	9.00	56.80	3.80
2008	32500 C	E 16500	W 16000	10.45	58.06	6.70
2007	31500 C	E 15000	W 16500	10.31	58.74	7.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0029 - SR 70 / OKEECHOBEE RD - E OF SR 9/I-95 (COUNTY 29)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	38000 C	E 19000	W 19000	9.00	51.40	11.80
2021	25100 C	E 17000	W 8100	9.00	50.90	11.00
2020	32000 F	E 16500	W 15500	9.00	51.30	11.00
2019	33000 C	E 17000	W 16000	9.00	51.00	11.00
2018	31000 C	E 15000	W 16000	9.00	51.30	4.70
2017	34500 C	E 17500	W 17000	9.00	50.90	12.30
2016	28500 F	E 14000	W 14500	9.00	50.90	12.30
2015	28500 C	E 14000	W 14500	9.00	51.00	12.30
2014	25500 F	E 14000	W 11500	9.00	50.80	4.90
2013	25500 C	E 14000	W 11500	9.00	50.80	4.90
2012	28000 C	E 14000	W 14000	9.00	56.80	4.90
2011	30500 C	E 15500	W 15000	9.00	57.20	10.90
2010	30500 C	E 15500	W 15000	10.32	55.40	10.90
2009	26500 C	E 13000	W 13500	10.27	57.35	10.90
2008	29500 C	E 15500	W 14000	10.45	58.06	6.70
2007	33000 C	E 17000	W 16000	10.31	58.74	5.20

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0757 - SR 713 / KINGS HWY - N OF SR 70/OKEECHOBEE RD (COUNTY 757)

YEAR	AADT	DIRECTION 1		DIRECTION 2		*K FACTOR	D FACTOR	T FACTOR
2022	7000 C	N	3400	S	3600	9.00	53.00	31.80
2021	13100 C	N	6800	S	6300	9.00	53.10	37.00
2020	7900 C	N	3900	S	4000	9.00	54.30	37.00
2019	7600 C	N	3700	S	3900	9.00	54.30	23.40
2018	13600 C	N	6500	S	7100	9.00	55.20	23.90
2017	12800 C	N	6100	S	6700	9.00	56.20	23.90
2016	6400 C	N	3100	S	3300	9.00	57.10	23.90
2015	6300 C	N	3000	S	3300	9.00	56.30	26.90
2014	9100 C	N	3900	S	5200	9.00	54.70	46.50
2013	6000 C	N	3000	S	3000	9.00	57.20	17.40
2012	5400 C	N	2700	S	2700	9.00	57.00	17.40
2011	6200 C	N	3200	S	3000	9.00	56.50	22.90
2010	13500 C	N	6800	S	6700	11.51	57.07	22.90
2009	8000 C	N	4000	S	4000	11.11	58.68	22.90
2008	7400 C	N	3500	S	3900	11.51	54.38	23.20
2007	8900 C	N	4400	S	4500	11.51	58.16	25.50

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0076 - SR 713/KINGS HWY - S OF SR 68/ORANGE AVE (COUNTY 76)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	5400 C	N 2800	S 2600	9.00	53.00	31.80
2021	7500 C	N 3800	S 3700	9.00	53.10	24.60
2020	7000 F	N 3500	S 3500	9.00	54.30	37.00
2019	7000 C	N 3500	S 3500	9.00	54.30	22.80
2018	9700 C	N 4600	S 5100	9.00	55.20	22.80
2017	9500 C	N 4700	S 4800	9.00	56.20	22.80
2016	9600 C	N 4600	S 5000	9.00	57.10	32.40
2015	8400 C	N 4100	S 4300	9.00	56.30	32.40
2014	7900 C	N 3800	S 4100	9.00	54.70	19.90
2013	7200 C	N 3400	S 3800	9.00	57.20	14.20
2012	7100 C	N 3400	S 3700	9.00	57.00	14.20
2011	8000 C	N 3900	S 4100	9.00	56.50	17.20
2010	8900 C	N 4400	S 4500	11.51	57.07	17.20
2009	8000 C	N 3800	S 4200	11.11	58.68	17.20
2008	10600 C	N 5200	S 5400	11.51	54.38	11.20
2007	11100 C	N 5400	S 5700	11.51	58.16	7.90

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0273 - CR 611/JENKINS RD - N. OF SR 70/OKEECHOBEE RD (COUNTY 131)

YEAR	AADT	DIRECTION 1		DIRECTION 2		*K FACTOR	D FACTOR	T FACTOR
2022	8600 T	N	4300	S	4300	9.00	51.40	5.00
2021	8600 S	N	4300	S	4300	9.00	50.90	7.20
2020	8800 F	N	4400	S	4400	9.00	51.30	31.50
2019	9200 C	N	4600	S	4600	9.00	51.00	7.80
2018	10000 V	N	4400	S	5600	9.00	51.30	5.80
2017	9900 R	N	4400	S	5500	9.00	50.90	10.00
2016	9700 T	N	4300	S	5400	9.00	50.90	6.20
2015	9600 S	N	4300	S	5300	9.00	51.00	41.80
2014	9600 F	N	4300	S	5300	9.00	50.80	49.50
2013	9600 C	N	4300	S	5300	9.00	50.80	11.90
2012	7100 S	N	3600	S	3500	9.00	56.80	4.80
2011	7100 F	N	3600	S	3500	9.00	57.20	4.80
2010	7100 C	N	3600	S	3500	10.32	55.40	4.80
2009	8500 C	N	4200	S	4300	10.27	57.35	10.70
2008	9100 C	N	4500	S	4600	10.45	58.06	6.60

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

AM APPROVED PROJECTS			Ferrell Communities						Kings Hwy Commerce Park						Sunnyland						Crawdy Angle Road FKA: Pineapple Grove						KRE					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Kings Hwy	Okeechobee Rd	Graham Rd	60%	1,593	109	IN	25	83	45%	1,849	203	IN	163	41	40%	1,637	119	IN	30	89	18%	656	48	IN	12	36	20%	956	102	IN	79	23
	Graham Rd	Picos Rd	40%	1,062	72	OUT	56	17	32%	1,315	145	OUT	29	116	40%	1,637	119	IN	30	89	23%	839	61	IN	15	46	23%	1,099	117	IN	90	27
				2,655	181		In	42		4,108	452		In	362		4,092	298		In	75		3,646	265		In	66		4,778	510		In	393
				Daily	Two-Way		Out	139		Daily	Two-Way		Out	90		Daily	Two-Way		Out	223		Daily	Two-Way		Out	199		Daily	Two-Way		Out	117

C6 - SLCO - Background Traffic - Kings Highway Commerce

AM APPROVED PROJECTS			Stonemont						Creekside						Orange 95 Parcel B						Orange 95 Parcels D & E						Bent Creek @ 50% Complete City of Fort Pierce					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Kings Hwy	Okeechobee Rd	Graham Rd	20%	445	52	IN	41	11	5%	372	28	OUT	21	7	16%	162	20	IN	16	3	16%	174	21	IN	18	4	3%	0	7	IN	2	6
	Graham Rd	Picos Rd	23%	512	60	IN	47	13	5%	372	28	OUT	21	7	19%	192	23	IN	20	4	19%	206	25	IN	21	4	3%	0	7	IN	2	6
				2,226	259		In	203		7,443	564		In	143		1,012	123		In	103		1,086	133		In	111		0	248		In	62
				Daily	Two-Way		Out	56		Daily	Two-Way		Out	421		Daily	Two-Way		Out	20		Daily	Two-Way		Out	22		Daily	Two-Way		Out	186

C-11

AM APPROVED PROJECTS			Celebration Pointe @ 25% Complete City of Fort Pierce						Hillpointe Residential						Whispering Oaks						Project: Hunt						Wawa Kings Highway					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Kings Hwy	Okeechobee Rd	Graham Rd	2%	32	3	IN	1	2	5%	85	5	IN	1	4	2%	56	4	IN	1	3	50%	478	51	IN	42	9	20.0%	284	25	-	13	13
	Graham Rd	Picos Rd	2%	32	3	OUT	2	1	5%	85	5	OUT	4	1	2%	56	4	IN	1	3	43%	411	43	OUT	7	36	20.0%	284	25	-	13	13
				1,385	128		In	32		1,691	101		In	24		2,806	212		In	45		956	101		In	84		1,422	127		In	63
				Daily	Two-Way		Out	96		Daily	Two-Way		Out	77		Daily	Two-Way		Out	167		Daily	Two-Way		Out	17		Daily	Two-Way		Out	64

AM APPROVED PROJECTS			Kings Highway Warehouse						7/11 Angle Road						Jenkins Waypoint / Resurrection Life						Walsh Crossroads						Project Hurricane					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Kings Hwy	Okeechobee Rd	Graham Rd	52%	2,652	355	IN	178	177	20%	180	18	IN	9	9	5%	166	10	IN	3	3	30%	55	4	OUT	2	2	15%	63	7	IN	5	2
	Graham Rd	Picos Rd	52%	2,652	355	IN	178	177	25%	225	23	IN	12	11	5%	166	10	OUT	8	3	30%	55	4	OUT	2	2	15%	63	7	OUT	2	5
				5,100	683		In	342		900	92		In	46		3,318	209		In	53		184	12		In	7		422	48		In	36
				Daily	Two-Way		Out	341		Daily	Two-Way		Out	45		Daily	Two-Way		Out	156		Daily	Two-Way		Out	5		Daily	Two-Way		Out	12

AM APPROVED PROJECTS			SUM Daily		SUM 2 Way		SUM Directional N/E		SUM Directional S/W		Two Way		Directional N/E		Directional S/W	
Road Name	From	To	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net 2 Way	Double Count	Net	Double Count	Net
Kings Hwy	Okeechobee Rd	Graham Rd	4,597	7,298	333	858	95	565	238	293	-83	1,108	-24	637	-59	473
	Graham Rd	Picos Rd	4,248	7,015	310	828	138	419	172	408	-78	1,061	-35	523	-43	538

PM APPROVED PROJECTS			Ferrell Communities						Kings Hwy Commerce Park						Sunnyland						Drawdy Angle Road FKA: Pineapple Grove						KRE					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Kings Hwy	Okeechobee Rd	Graham Rd	60%	1,593	114	IN	70	44	45%	1,849	219	IN	52	167	40%	1,637	166	IN	104	62	18%	656	66	IN	42	25	20%	956	108	IN	30	78
	Graham Rd	Picos Rd	40%	1,062	76	OUT	30	46	32%	1,315	156	OUT	119	37	40%	1,637	166	IN	104	62	13%	839	85	IN	53	32	23%	1,099	124	IN	35	89
				2,555	190		In	116		3,108	486		In	115		4,092	415		In	261		3,646	369		In	232		4,778	540		In	151
				Daily	Two-Way		Out	74		Daily	Two-Way		Out	371		Daily	Two-Way		Out	154		Daily	Two-Way		Out	137		Daily	Two-Way		Out	389

PM APPROVED PROJECTS			Stonemont						Creekside						Orenge 95 Parcel B						Orange 95 Parcels D & E						Bent Creek @ 50% Complete City of Fort Pierce					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Kings Hwy	Okeechobee Rd	Graham Rd	20%	445	52	IN	14	38	5%	372	34	OUT	13	21	16%	162	20	IN	4	16	16%	174	22	IN	5	17	3%	0	9	IN	6	3
	Graham Rd	Picos Rd	23%	512	60	IN	16	44	5%	372	34	OUT	13	21	19%	192	24	IN	5	19	19%	206	26	IN	6	20	3%	0	9	IN	6	3
				2,225	262		In	70		7,443	682		In	426		1,012	127		In	28		1,086	137		In	30		0	306		In	193
				Daily	Two-Way		Out	192		Daily	Two-Way		Out	256		Daily	Two-Way		Out	99		Daily	Two-Way		Out	107		Daily	Two-Way		Out	113

PM APPROVED PROJECTS			Ce ebration Pointe @ 25% Complete City of Fort Pierce						Hillpointe Residential						Whispering Oaks						Project Hunt						Wawa Kings Highway					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Kings Hwy	Okeechobee Rd	Graham Rd	2%	32	3	IN	2	1	5%	85	6	IN	4	2	2%	56	5	In	3	2	50%	478	57	IN	15	43	20%	284	23	-	12	11
	Graham Rd	Picos Rd	2%	32	3	OUT	1	2	5%	85	6	OUT	2	4	2%	56	5	In	3	2	43%	411	49	OUT	37	12	20%	284	23	-	12	11
				1,585	158		In	101		1,691	129		In	81		2,806	266		In	172		956	114		In	29		1,422	115		In	57
				Daily	Two-Way		Out	57		Daily	Two-Way		Out	48		Daily	Two-Way		Out	94		Daily	Two-Way		Out	85		Daily	Two-Way		Out	58

PM APPROVED PROJECTS			Kings Highway Warehouse						7/11 Argle Road						Jenkins Waypoint / Resurrection Life						Walsh Crossroads						Project Hurricane					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Kings Hwy	Okeechobee Rd	Graham Rd	52%	2,652	350	IN	238	112	20%	180	16	IN	8	8	5%	166	14	N	9	5	30%	55	6	OUT	3	3	15%	63	9	IN	3	6
	Graham Rd	Picos Rd	52%	2,652	350	IN	238	112	25%	225	20	IN	10	10	5%	166	14	CUT	5	9	30%	55	6	OUT	3	3	15%	63	9	OUT	6	3
				5,100	674		In	458		900	80		In	40		3,318	274		In	172		184	21		In	10		422	60		In	23
				Daily	Two-Way		Out	216		Daily	Two-Way		Out	40		Daily	Two-Way		Out	102		Daily	Two-Way		Out	11		Daily	Two-Way		Out	37

PM APPROVED PROJECTS			SUM Daily		SUM 2 Way		SUM Directional N/E		SUM Directional S/W		Two Way		Directional N/E		Directional S/W	
Road Name	From	To	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Double Count	Nvt 2 Way	Double Count	Net	Double Count	Net
Kings Hwy	Okeechobee Rd	Graham Rd	4,597	7,298	418	883	252	384	166	499	-105	1,197	-63	574	-41	623
	Graham Rd	Picos Rd	4,248	7,015	399	848	218	486	181	362	-100	1,147	-55	649	-45	498

APPENDIX D

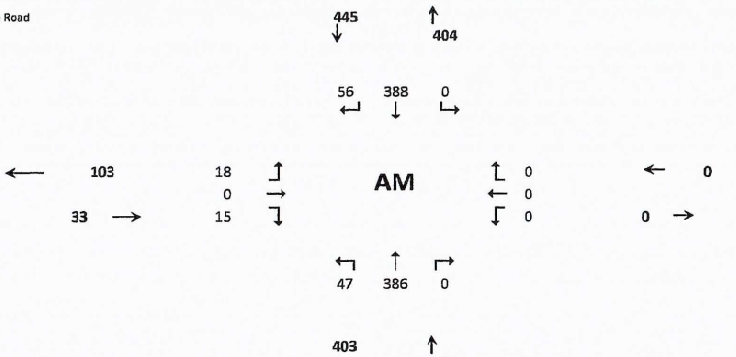
INTERSECTION ANALYSIS

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kings Highway
E/W STREET: White Road
CONTROL: TWSC
FILENAME:
COUNT DATE: 2/12/2019
DAY:
CITY: Ft Pierce
INTERSECTION: Kings Highway & White Road
REPORT DATE: 5/22/2022
ANALYSIS YEAR: 2023
Existing

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15		91			81								172	701
7:15-7:30		81			76								157	708
7:30-7:45		100			101								201	730
7:45-8:00		90			81								171	672
8:00-8:15		86			93								179	642
8:15-8:30		88			91								179	
8:30-8:45		80			63								143	
8:45-9:00		50			91								141	
AM PEAK HOUR IS FROM:	7:30 AM TO 8:30AM													
Volumes	44[1]	364	0	0	366	53[1]	17[1]	0	14[1]	0	0	0	730	
Season Factor	44	364	0	0	366	53	17	0	14	0	0	0	858	
Growth	47	386	0	0	388	56	18	0	15	0	0	0	911	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	47	386	0	0	388	56	18	0	15	0	0	0	911	

[1] Based on existing uses Trip Gen & 55%/45% N/S Split



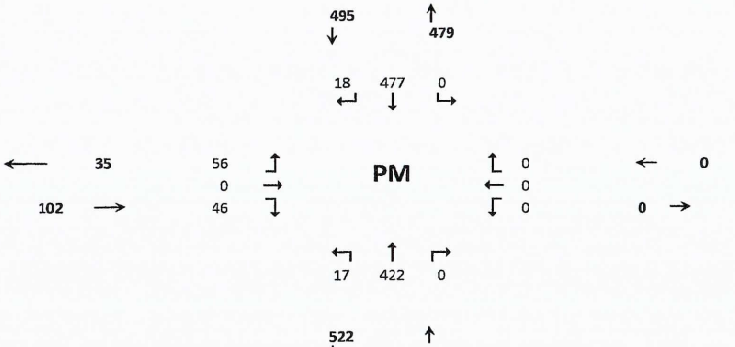
Seasonal Factor: 1
Growth Rate: 1.015
Years Grown: 4
PHF: 0.91

	Trips In	Trips Out
	0	0

N/S STREET: Kings Highway
E/W STREET: White Road
CONTROL: TWSC
FILENAME:
COUNT DATE: 2/12/2019
DAY:
CITY: Ft Pierce
REPORT DATE: 3/24/2022
ANALYSIS YEAR: 2023
Existing

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15		88			89								177	813
4:15-4:30		116			111								227	847
4:30-4:45		95			103								198	810
4:45-5:00		85			126								211	802
5:00-5:15		102			109								211	730
5:15-5:30		91			99								190	
5:30-5:45		98			92								190	
5:45-6:00		71			68								139	
PM PEAK HOUR S FROM:	4:15PM TO 5:15PM													
Volumes	16[1]	398	0	0	449	17[1]	53[1]	0	43[1]	0	0	0	947	
Season Factor	16	398	0	0	449	17	53	0	43	0	0	0	976	
Growth	17	422	0	0	477	18	56	0	46	0	0	0	1036	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	17	422	0	0	477	18	56	0	46	0	0	0	1036	

(1) Based on existing uses Trip Gen & 55%/45% N/S Split



Seasonal Factor: 1
Growth Rate: 1.015
Years Grown: 4
PHF: 0.93

	Trips In	Trips Out
	0	0

D-1

HCS Two-Way Stop-Control Report

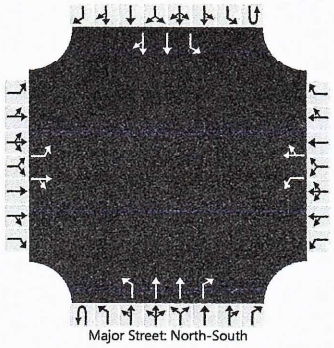
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	3/6/2023
Analysis Year	2023
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	Existing

Site Information

Intersection	Kings Hwy & White Rd
Jurisdiction	St. Lucie County
East/West Street	White Road
North/South Street	Kings Hwy
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	1	0		1	1	0	0	1	2	1	0	1	2	0
Configuration		L		TR		L		TR		L	T	R		L	T	TR
Volume (veh/h)		18	0	15		0	0	0	0	47	386	0	0	0	388	56
Percent Heavy Vehicles (%)		10	10	10		18	18	18	3	10			3	18		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized										No						
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5	6.5	6.9		7.5	6.5	6.9		4.1				4.1		
Critical Headway (sec)		7.70	6.70	7.10		7.86	6.86	7.26		4.30				4.46		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.60	4.10	3.40		3.68	4.18	3.48		2.30				2.38		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		20		16		0		0		52				0		
Capacity, c (veh/h)		378		733		341		0		1017				1026		
v/c Ratio		0.05		0.02		0.00				0.05				0.00		
95% Queue Length, Q_{95} (veh)		0.2		0.1		0.0				0.2				0.0		
Control Delay (s/veh)		15.0		10.0		15.6				8.7				8.5		
Level of Service (LOS)		C		B		C				A				A		
Approach Delay (s/veh)		12.8								0.9				0.0		
Approach LOS		B								A				A		

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HCS Two-Way Stop-Control Report

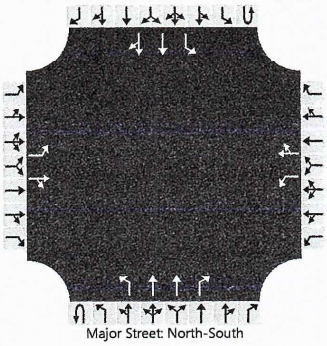
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	3/6/2023
Analysis Year	2023
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	Existing

Site Information

Intersection	Kings Hwy & White Rd
Jurisdiction	St. Lucie County
East/West Street	White Road
North/South Street	Kings Hwy
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	1	0		1	1	0	0	1	2	1	0	1	2	0
Configuration		L		TR		L		TR		L	T	R		L	T	TR
Volume (veh/h)		56	0	46		0	0	0	0	17	422	0	0	0	477	18
Percent Heavy Vehicles (%)		10	10	10		18	18	18	3	10			3	18		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized										No						
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5	6.5	6.9		7.5	6.5	6.9		4.1				4.1		
Critical Headway (sec)		7.70	6.70	7.10		7.86	6.86	7.26		4.30				4.46		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.60	4.10	3.40		3.68	4.18	3.48		2.30				2.38		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		60		49		0		0		18				0		
Capacity, c (veh/h)		373		708		354		0		978				998		
v/c Ratio		0.16		0.07		0.00				0.02				0.00		
95% Queue Length, Q_{95} (veh)		0.6		0.2		0.0				0.1				0.0		
Control Delay (s/veh)		16.5		10.5		15.2				8.8				8.6		
Level of Service (LOS)		C		B		C				A				A		
Approach Delay (s/veh)		13.8								0.3				0.0		
Approach LOS		B								A				A		

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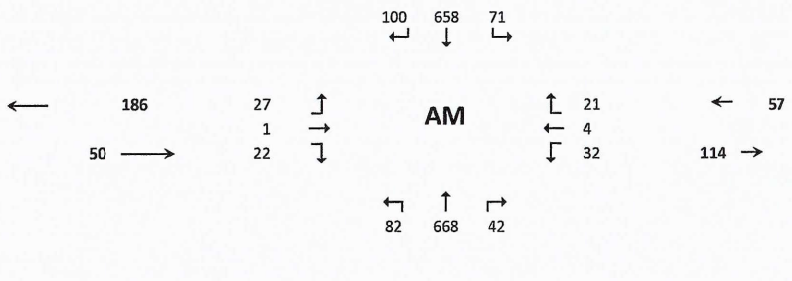
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kings Highway
E/W STREET: White Road
CONTROL: TWSC
FILENAME:
COUNT DATE: 2/12/2019
DAY:
CITY: Ft Pierce
INTERSECTION: Kings Highway & White Road
REPORT DATE: 6/22/2022
ANALYSIS YEAR: 2025 Background
Without Project

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15		91			81								172	701
7:15-7:30		81			76								157	708
7:30-7:45		100			101								201	730
7:45-8:00		90			81								171	672
8:00-8:15		86			93								179	642
8:15-8:30		88			91								179	
8:30-8:45		80			63								143	
8:45-9:00		50			91								141	



AM PEAK HOUR IS FROM: 7:30 AM TO 8:30AM

Volumes	44(1)	364	0	0	366	53(1)	17(1)	0	14(1)	0	0	0	730	
Season Factor	44	364	0	0	366	53	17	0	14	0	0	0	858	
Growth	48	398	0	0	400	58	19	0	15	0	0	0	938	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	

Seasonal Factor: 1
Growth Rate: 1.015
Years Grown: 6
PHF: 0.91

SUBPROJECTS

															Trips In	Trips Out
%	0%	10%	15%	25%	15%	0%	0%	0%	0%	45%	0%	30%				
In/Out	-	OUT	IN	IN	IN	-	-	-	-	OUT	-	OUT				
Volume	0	7	42	71	42	0	0	0	0	32	0	21	215	Kings Highway Commerce Park (Phase 1)	283	71
%		30.0%			30.0%											
In/Out		IN			OUT											
Volume	0	42	0	0	9	0	0	0	0	0	0	0	52	St Lucie Commerce Center (25%)	141	31
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	1	0	0	3	0	0	0	0	0	0	0	4	Whispering Oaks	45	167
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	1	0	0	4	0	0	0	0	0	0	0	5	Bent Creek (50%)	62	186
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	9	0	0	10	0	0	0	0	0	0	0	19	Wawa Kings	63	64
%		52.0%			52.0%											
In/Out		IN			OUT											
Volume	0	178	0	0	177	0	0	0	0	0	0	0	355	Kings Highway Warehouse	342	341
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	30	0	0	8	0	0	0	0	0	0	0	38	Stonemont	197	55
%		30.0%			30.0%											
In/Out		OUT			IN											
Volume	0	2	0	0	2	0	0	0	0	0	0	0	4	Walsh Crossroads	7	5
%	40%	0%	0%	0%	0%	50%	50%	5%	40%	0%	5%	0%				
In/Out	IN	-	-	-	-	IN	OUT	OUT	OUT	-	IN	-				
Volume	34	0	0	0	0	42	9	1	7	0	4	0	96	Project Hunt	84	17
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	1	0	0	2	0	0	0	0	0	0	0	3	Celebration Pointe (25%)	30	96
Subtotal	34	270	42	71	258	42	9	1	7	32	4	21	790	Effective Growth Rate: 12.38%		
Total	82	668	42	71	658	100	27	1	22	32	4	21	1728			

(1) Based on existing uses Trip Gen & 55%/45% N/S Split

HCS Two-Way Stop-Control Report

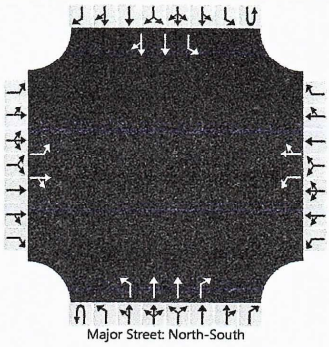
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	3/6/2023
Analysis Year	2025
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	Background - Without Project

Site Information

Intersection	Kings Hwy & White Rd
Jurisdiction	St. Lucie County
East/West Street	White Road
North/South Street	Kings Hwy
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	1	0		1	1	0	0	1	2	1	0	1	2	0
Configuration		L		TR		L		TR		L	T	R		L	T	TR
Volume (veh/h)		27	1	22		32	4	21	0	82	668	42	0	71	658	100
Percent Heavy Vehicles (%)		10	10	10		18	18	18	3	10			3	18		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized										No						
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5	6.5	6.9		7.5	6.5	6.9		4.1				4.1		
Critical Headway (sec)		7.70	6.70	7.10		7.86	6.86	7.26		4.30				4.46		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.60	4.10	3.40		3.68	4.18	3.48		2.30				2.38		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		30		25		35		27		90				78		
Capacity, c (veh/h)		140		388		139		200		746				736		
v/c Ratio		0.21		0.07		0.25		0.14		0.12				0.11		
95% Queue Length, Q_{95} (veh)		0.8		0.2		0.9		0.5		0.4				0.4		
Control Delay (s/veh)		37.4		14.9		39.4		25.9		10.5				10.5		
Level of Service (LOS)		E		B		E		D		B				B		
Approach Delay (s/veh)		27.1				33.5				1.1				0.9		
Approach LOS		D				D				A				A		

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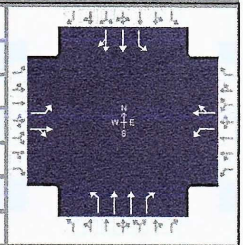
HCS Signalized Intersection Results Summary

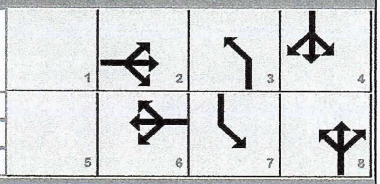
General Information				Intersection Information	
Agency	O'Rourke Engineering & Planning			Duration, h	0.250
Analyst	MM	Analysis Date	Sep 19, 2022	Area Type	Other
Jurisdiction	St. Lucie	Time Period	AM Peak Hour	PHF	0.91
Urban Street	Kings Hwy	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	White Rd	File Name	Kings & White (WITHOUT PROJECT) - AM - 3.6....		
Project Description	Background - Without Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	27	1	22	32	4	21	82	668	42	71	658	100

Signal Information			
Cycle, s	140.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	44.0	14.0	64.0	0.0	0.0	0.0	
Yellow	4.0	4.0	4.0	0.0	0.0	0.0	
Red	2.0	2.0	2.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6	3	8	7	4
Case Number		6.0		6.0	1.1	3.0	1.1	4.0
Phase Duration, s		50.0		50.0	20.0	70.0	20.0	70.0
Change Period, ($Y+R_c$), s		6.0		6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s		0.0		0.0	3.1	3.1	3.1	3.1
Queue Clearance Time (g_s), s					6.0	27.0	5.8	30.6
Green Extension Time (g_e), s		0.0		0.0	0.1	3.9	0.1	3.8
Phase Call Probability					1.00	1.00	1.00	1.00
Max Out Probability					0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	30	25		35	27		90	734	46	78	426	407
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1405	1330		1407	1238		1485	1484	1208	1358	1559	1487
Queue Service Time (g_s), s	2.1	1.9		2.5	2.2		4.0	25.0	3.0	3.8	28.6	28.6
Cycle Queue Clearance Time (g_c), s	4.3	1.9		4.4	2.2		4.0	25.0	3.0	3.8	28.6	28.6
Green Ratio (*g/C*)	0.31	0.31		0.31	0.31		0.56	0.46	0.46	0.56	0.46	0.46
Capacity (*c*), veh/h	471	418		475	389		331	1357	552	333	713	680
Volume-to-Capacity Ratio (*X*)	0.063	0.060		0.074	0.071		0.272	0.541	0.084	0.234	0.598	0.598
Back of Queue (*Q*), ft/ln (95 th percentile)	34.4	34		40.9	39.5		72.5	405	49	66.4	477	459.7
Back of Queue (*Q*), veh/ln (95 th percentile)	1.4	1.1		1.6	1.3		2.5	13.7	1.6	2.1	16.1	15.5
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	35.2	33.6		35.1	33.7		18.6	27.4	21.4	17.6	28.4	28.4
Incremental Delay (d_2), s/veh	0.3	0.3		0.3	0.4		0.2	0.2	0.0	0.1	1.0	1.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	35.4	33.8		35.4	34.0		18.8	27.6	21.5	17.7	29.4	29.4
Level of Service (LOS)	D	C		D	C		B	C	C	B	C	C
Approach Delay, s/veh / LOS	34.7	C		34.8	C		26.4	C		28.4	C	
Intersection Delay, s/veh / LOS	27.9						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.45	B	2.30	B	1.92	B	1.92	B
Bicycle LOS Score / LOS	0.58	A	0.59	A	1.21	A	1.24	A

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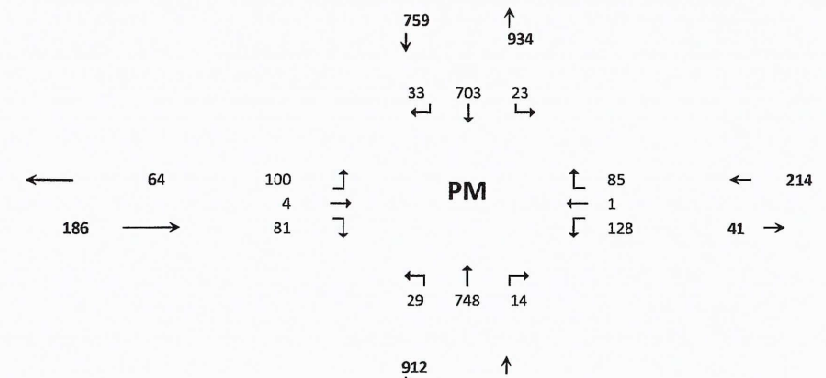
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kings Highway
E/W STREET: White Road
CONTROL: TWSC
FILENAME:
COUNT DATE: 2/12/2019
DAY:
CITY: Ft Pierce
REPORT DATE: 3/24/2022
ANALYSIS YEAR: 2025 Background
Without Project

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
lanes	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EER	WBL	WBT	WBR	TOTAL	
4:00-4:15		88			89								177	813
4:15-4:30		116			111								227	847
4:30-4:45		95			103								198	810
4:45-5:00		85			126								211	802
5:00-5:15		102			109								211	730
5:15-5:30		91			99								190	
5:30-5:45		98			92								190	
5:45-6:00		71			68								139	



PM PEAK HOUR IS FROM: 4:15PM TO 5:15PM

Volumes	16 (1)	398	0	0	449	17 (1)	53 (1)	0	43 (1)	0	0	0	847	
Season Factor	16	398	0	0	449	17	53	0	43	0	0	0	976	
Growth	17	435	0	0	491	19	58	0	47	0	0	0	1067	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	

Seasonal Factor: 1
Growth Rate: 1.015
Years Grown: 6
PHF: 0.93

	Trips In	Trips Out
	0	0

SUBPROJECTS

%		10%	15%	25%	15%					45.00%		30%				
In/Out	-	OUT	IN	IN	IN	-	-	-	-	OUT	-	OUT				
Volume	0	28	14	23	14	0	0	0	0	128	0	85	292	Kings Highway Commerce Park (Phase 1)	90	284
%		30.0%			30.0%											
In/Out		IN			OUT											
Volume	0	16	0	0	59	0	0	0	0	0	0	0	74	St Lucie Commerce Center (25%)	52	196
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	3	0	0	2	0	0	0	0	0	0	0	5	Whispering Oaks	172	94
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	4	0	0	2	0	0	0	0	0	0	0	5	Bent Creek (50%)	193	113
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	9	0	0	9	0	0	0	0	0	0	0	17	Wawa Kings	57	58
%		52.0%			52.0%											
In/Out		IN			OUT											
Volume	0	238	0	0	112	0	0	0	0	0	0	0	350	Kings Highway Warehouse	458	215
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	10	0	0	10	0	0	0	0	0	0	0	20	Stonemont	68	185
%		30.0%			30.0%											
In/Out		OUT			IN											
Volume	0	3	0	0	3	0	0	0	0	0	0	0	6	Walsh Crossroads	10	11
%	40%	0%	0%	0%	0%	30%	50%	5%	40%	0%	5%	0%				
In/Out	IN	-	-	-	-	IN	OUT	OUT	OUT	-	IN	-				
Volume	12	0	0	0	0	15	43	4	34	0	1	0	108	Project Hunt	29	85
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	2	0	0	1	0	0	0	0	0	0	0	3	Celebration Pointe (25%)	100	57
Subtotal	12	313	14	23	212	15	43	4	34	128	1	85	884	Effective Growth Rate: 12.24%		
Total	29	748	14	23	703	33	100	4	81	128	1	85	1551			

(1) Based on existing uses Trip Gen & 55%/45% N/S Split

HCS Two-Way Stop-Control Report

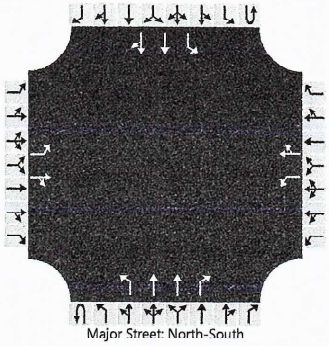
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	3/6/2023
Analysis Year	2025
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	Background - without Project

Site Information

Intersection	Kings Hwy & White Rd
Jurisdiction	St. Lucie County
East/West Street	White Road
North/South Street	Kings Hwy
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	1	0		1	1	0	0	1	2	1	0	1	2	0
Configuration		L		TR		L		TR		L	T	R		L	T	TR
Volume (veh/h)		100	4	81		128	1	85	0	29	748	14	0	23	703	33
Percent Heavy Vehicles (%)		10	10	10		18	18	18	3	10			3	18		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized										No						
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5	6.5	6.9		7.5	6.5	6.9		4.1				4.1		
Critical Headway (sec)		7.70	6.70	7.10		7.86	6.86	7.26		4.30				4.46		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.60	4.10	3.40		3.68	4.18	3.48		2.30				2.38		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		108		91		138		92		31				25		
Capacity, c (veh/h)		194		445		176		514		775				710		
v/c Ratio		0.55		0.21		0.78		0.18		0.04				0.03		
95% Queue Length, Q_{95} (veh)		2.9		0.8		5.2		0.7		0.1				0.1		
Control Delay (s/veh)		44.4		15.2		73.9		13.5		9.8				10.3		
Level of Service (LOS)		E		C		F		B		A				B		
Approach Delay (s/veh)		31.0				49.6				0.4				0.3		
Approach LOS		D				E				A				A		

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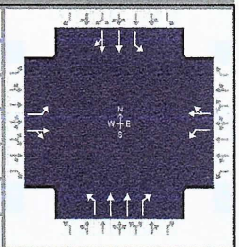
HCS Signalized Intersection Results Summary

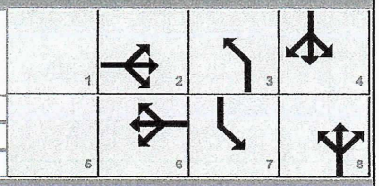
General Information				Intersection Information	
Agency	O'Rourke Engineering & Planning			Duration, h	0.250
Analyst	MM	Analysis Date	Sep 19, 2022	Area Type	Other
Jurisdiction	St. Lucie	Time Period	PM Peak Hour	PHF	0.93
Urban Street	Kings Hwy	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	White Rd	File Name	Kings & White (WITHOUT PROJECT) - PM - 3.6....		
Project Description	Background - Without Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	100	4	81	128	1	85	29	748	14	23	703	33

Signal Information			
Cycle, s	140.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	44.0	14.0	64.0	0.0	0.0	0.0	
Yellow	4.0	4.0	4.0	0.0	0.0	0.0	
Red	2.0	2.0	2.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6	3	8	7	4
Case Number		6.0		6.0	1.1	3.0	1.1	4.0
Phase Duration, s		50.0		50.0	20.0	70.0	20.0	70.0
Change Period, ($Y+R_c$), s		6.0		6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s		0.0		0.0	3.1	3.0	3.1	3.0
Queue Clearance Time (g_s), s					3.3	30.2	3.2	28.1
Green Extension Time (g_e), s		0.0		0.0	0.0	3.8	0.0	3.8
Phase Call Probability					1.00	1.00	1.00	1.00
Max Out Probability					0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	108	91		138	92		31	804	15	25	399	393
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1324	1331		1326	1210		1485	1484	1208	1358	1559	1534
Queue Service Time (g_s), s	9.2	7.1		11.9	7.9		1.3	28.2	1.0	1.2	26.1	26.1
Cycle Queue Clearance Time (g_c), s	17.1	7.1		19.0	7.9		1.3	28.2	1.0	1.2	26.1	26.1
Green Ratio (*g/C*)	0.31	0.31		0.31	0.31		0.56	0.46	0.46	0.56	0.46	0.46
Capacity (*c*), veh/h	393	418		401	380		346	1357	552	312	713	701
Volume-to-Capacity Ratio (*X*)	0.274	0.219		0.343	0.243		0.090	0.593	0.027	0.079	0.559	0.560
Back of Queue (*Q*), ft/ln (95 th percentile)	144.2	130.5		188	142.3		24	449.9	15.6	20.2	440.5	434.9
Back of Queue (*Q*), veh/ln (95 th percentile)	5.8	4.4		7.5	4.5		0.8	15.2	0.5	0.6	14.9	14.7
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	42.0	35.3		42.3	35.6		17.0	28.3	20.9	17.4	27.7	27.7
Incremental Delay (d_2), s/veh	1.7	1.2		2.3	1.5		0.0	0.5	0.0	0.0	0.6	0.6
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	43.7	36.5		44.7	37.1		17.1	28.8	20.9	17.5	28.3	28.3
Level of Service (LOS)	D	D		D	D		B	C	C	B	C	C
Approach Delay, s/veh / LOS	40.4	D		41.6	D		28.2	C		28.0	C	
Intersection Delay, s/veh / LOS	30.8						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.45	B	2.30	B	1.92	B	1.92	B
Bicycle LOS Score / LOS	0.82	A	0.87	A	1.19	A	1.16	A

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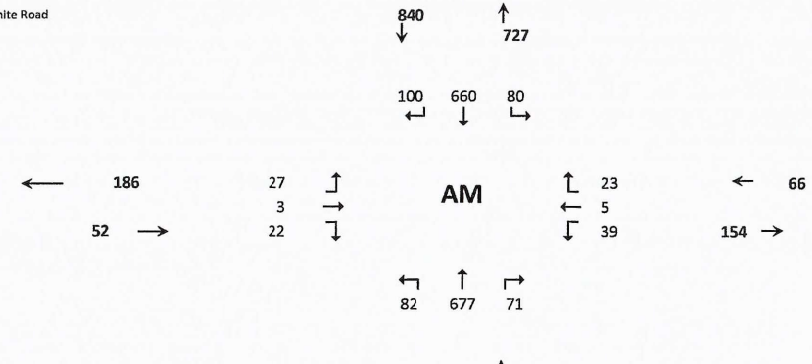
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kings Highway
EW STREET: White Road
CONTROL: TWSC
FILENAME:
COUNT DATE: 2/12/2019
DAY:
CITY: Ft Pierce
INTERSECTION: Kings Highway & White Road
REPORT DATE: 6/22/2022
ANALYSIS YEAR: 2025
With Project

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15		91			81								172	701
7:15-7:30		81			76								157	708
7:30-7:45		100			101								201	730
7:45-8:00		90			81								171	672
8:00-8:15		86			93								179	642
8:15-8:30		88			91								179	
8:30-8:45		80			63								143	
8:45-9:00		50			91								141	



AM PEAK HOUR IS FROM: 7:30 AM TO 8:30AM

Volumes	44(1)	364	0	0	366	53(1)	17(1)	0	14(1)	0	0	0	730	
Season Factor	44	364	0	0	366	53	17	0	14	0	0	0	858	
Growth	48	398	0	0	400	58	19	0	15	0	0	0	938	
In/Out	-	IN	IN	IN	OUT	-	-	IN	-	OUT	OUT	OUT		
Percentage	0%	10%	33%	10%	10%	0%	0%	2%	0%	33%	2%	10%		
PROJECT	0	9	29	9	2	0	0	2	0	7	0	2	60	

Seasonal Factor: 1
Growth Rate: 1.015
Years Grown: 6
PHF: 0.91

SUBPROJECTS															Trips In	Trips Out
%	0%	10%	15%	25%	15%	0%	0%	0%	0%	45%	0%	30%				
In/Out	-	OUT	IN	IN	IN	-	-	-	-	OUT	-	OUT				
Volume	0	7	42	71	42	0	0	0	0	32	0	21	215	Kings Highway Commerce Park (Phase 1)	283	71
%		30.0%			30.0%											
In/Out		IN			OUT											
Volume	0	42	0	0	9	0	0	0	0	0	0	0	52	St Lucie Commerce Center (25%)	141	31
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	1	0	0	3	0	0	0	0	0	0	0	4	Whispering Oaks	45	167
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	1	0	0	4	0	0	0	0	0	0	0	5	Bent Creek (50%)	62	186
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	9	0	0	10	0	0	0	0	0	0	0	19	Wawa Kings	63	64
%		52.0%			52.0%											
In/Out		IN			OUT											
Volume	0	178	0	0	177	0	0	0	0	0	0	0	355	Kings Highway Warehouse	342	341
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	30	0	0	8	0	0	0	0	0	0	0	38	Stonemont	197	55
%		30.0%			30.0%											
In/Out		OUT			IN											
Volume	0	2	0	0	2	0	0	0	0	0	0	0	4	Walsh Crossroads	7	5
%	40%	0%	0%	0%	0%	50%	50%	5%	40%	0%	5%	0%				
In/Out	IN	-	-	-	-	IN	OUT	OUT	OUT	-	IN	-				
Volume	34	0	0	0	0	42	9	1	7	0	4	0	96	Project Hunt	84	17
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	1	0	0	2	0	0	0	0	0	0	0	3	Celebration Pointe (25%)	30	96
Subtotal	34	270	42	71	258	42	9	1	7	32	4	21	790	Effective Growth Rate: 12.38%		
Total	82	677	71	80	660	100	27	3	22	39	5	23	1788			

(1) Based on existing uses Trip Gen & 55%/45% N/S Split

HCS Two-Way Stop-Control Report

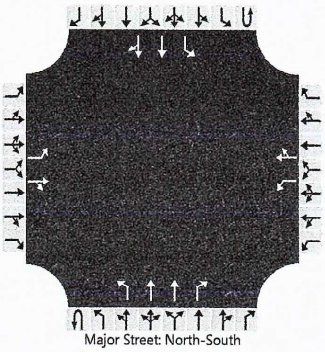
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	3/6/2023
Analysis Year	2025
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	Buildout - with Project

Site Information

Intersection	Kings Hwy & White Rd
Jurisdiction	St. Lucie County
East/West Street	White Road
North/South Street	Kings Hwy
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	1	0		1	1	0	0	1	2	1	0	1	2	0
Configuration		L		TR		L		TR		L	T	R		L	T	TR
Volume (veh/h)		27	3	22		39	5	23	0	82	677	71	0	80	660	100
Percent Heavy Vehicles (%)		10	10	10		18	18	18	3	10			3	18		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized									No							
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5	6.5	6.9		7.5	6.5	6.9		4.1				4.1		
Critical Headway (sec)		7.70	6.70	7.10		7.86	6.86	7.26		4.30				4.46		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.60	4.10	3.40		3.68	4.18	3.48		2.30				2.38		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		30		27		43		31		90				88		
Capacity, c (veh/h)		127		233		128		176		745				708		
v/c Ratio		0.23		0.12		0.33		0.18		0.12				0.12		
95% Queue Length, Q_{95} (veh)		0.9		0.4		1.3		0.6		0.4				0.4		
Control Delay (s/veh)		41.8		22.5		46.7		29.8		10.5				10.8		
Level of Service (LOS)		E		C		E		D		B				B		
Approach Delay (s/veh)	32.5				39.6				1.0				1.0			
Approach LOS	D				E				A				A			

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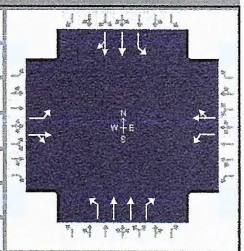
HCS Signalized Intersection Results Summary

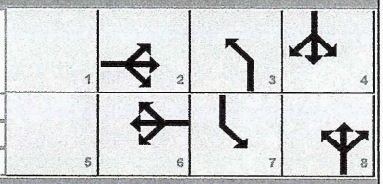
General Information				Intersection Information	
Agency	O'Rourke Engineering & Planning			Duration, h	0.250
Analyst	MM	Analysis Date	Sep 19, 2022	Area Type	Other
Jurisdiction	St. Lucie	Time Period	AM Peak Hour	PHF	0.91
Urban Street	Kings Hwy	Analysis Year	2025 with project	Analysis Period	1> 7:00
Intersection	White Rd	File Name	Kings & White (WITH PROJECT) - AM - 3.6.23.xus		
Project Description	Future Total - With Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	27	3	22	39	5	23	82	677	71	80	660	100

Signal Information			
Cycle, s	140.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	44.0	14.0	64.0	0.0	0.0	0.0	
Yellow	4.0	4.0	4.0	0.0	0.0	0.0	
Red	2.0	2.0	2.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6	3	8	7	4
Case Number		6.0		6.0	1.1	3.0	1.1	4.0
Phase Duration, s		50.0		50.0	20.0	70.0	20.0	70.0
Change Period, ($Y+R_c$), s		6.0		6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s		0.0		0.0	3.1	3.1	3.1	3.1
Queue Clearance Time (g_s), s					6.0	27.4	6.3	30.7
Green Extension Time (g_e), s		0.0		0.0	0.1	4.0	0.1	4.0
Phase Call Probability					1.00	1.00	1.00	1.00
Max Out Probability					0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	30	27		43	31		90	744	78	88	427	408
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1401	1346		1405	1242		1485	1484	1208	1358	1559	1487
Queue Service Time (g_s), s	2.1	2.0		3.1	2.4		4.0	25.4	5.2	4.3	28.7	28.7
Cycle Queue Clearance Time (g_c), s	4.6	2.0		5.1	2.4		4.0	25.4	5.2	4.3	28.7	28.7
Green Ratio (*g/C*)	0.31	0.31		0.31	0.31		0.56	0.46	0.46	0.56	0.46	0.46
Capacity (*c*), veh/h	467	423		473	390		330	1357	552	330	713	680
Volume-to-Capacity Ratio (*X*)	0.064	0.065		0.091	0.079		0.273	0.548	0.141	0.266	0.599	0.600
Back of Queue (Q), ft/ln (95 th percentile)	34.6	37		50.2	44.4		72.6	411.2	85.1	75.5	478.6	460.8
Back of Queue (Q), veh/ln (95 th percentile)	1.4	1.3		2.0	1.4		2.5	13.9	2.7	2.4	16.2	15.6
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	35.4	33.6		35.4	33.8		18.7	27.5	22.1	17.9	28.4	28.4
Incremental Delay (d_2), s/veh	0.3	0.3		0.4	0.4		0.2	0.3	0.0	0.2	1.0	1.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	35.6	33.9		35.8	34.1		18.8	27.8	22.1	18.0	29.4	29.5
Level of Service (LOS)	D	C		D	C		B	C	C	B	C	C
Approach Delay, s/veh / LOS	34.8	C		35.1	D		26.4	C		28.4	C	
Intersection Delay, s/veh / LOS	27.9						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.45	B	2.30	B	1.92	B	1.92	B
Bicycle LOS Score / LOS	0.58	A	0.61	A	1.24	A	1.25	A

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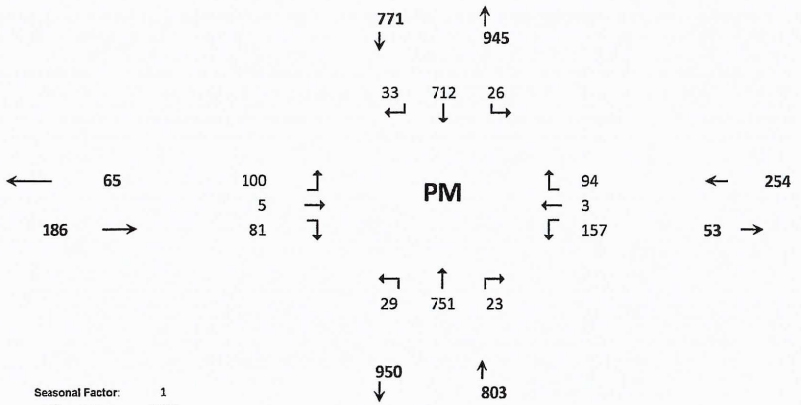
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kings Highway
E/W STREET: White Road
CONTROL: TWSC
FILENAME:
COUNT DATE: 2/12/2019
DAY:
CITY: Ft Pierce
REPORT DATE: 3/24/2022
ANALYSIS YEAR: 2025
With Project

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15		88			89								177	813
4:15-4:30		116			111								227	847
4:30-4:45		95			103								198	810
4:45-5:00		85			126								211	802
5:00-5:15		102			109								211	730
5:15-5:30		91			99								190	
5:30-5:45		98			92								190	
5:45-6:00		71			68								139	



PM PEAK HOUR IS FROM: 4:15PM TO 5:15PM

Volumes	16 [1]	398	0	0	449	17 [1]	53 [1]	0	43 [1]	0	0	0	847	
Season Factor	16	398	0	0	449	17	53	0	43	0	0	0	976	
Growth	17	435	0	0	491	19	58	0	47	0	0	0	1067	
In/Out	-	IN	IN	IN	OUT	-	-	IN	-	OUT	OUT	OUT		
Percentage	0%	10%	33%	10%	10%	0%	0%	2%	0%	33%	2%	10%		
PROJECT	0	3	9	3	9	0	0	1	0	29	2	9	62	

Seasonal Factor: 1
Growth Rate: 1.015
Years Grown: 6
PHF: 0.93

SUBPROJECTS														Trips In	Trips Out
%		10%	15%	25%	15%					45.00%		30%			
In/Out	-	OUT	IN	IN	IN	-	-	-	-	OUT	-	OUT			
Volume	0	28	14	23	14	0	0	0	0	128	0	85	292	Kings Highway Commerce Park (Phase 1)	90	284
%		30.0%			30.0%										
In/Out		IN			OUT										
Volume	0	16	0	0	59	0	0	0	0	0	0	0	74	St Lucie Commerce Center (25%)	52	196
%		2.0%			2.0%										
In/Out		IN			OUT										
Volume	0	3	0	0	2	0	0	0	0	0	0	0	5	Whispering Oaks	172	94
%		2.0%			2.0%										
In/Out		IN			OUT										
Volume	0	4	0	0	2	0	0	0	0	0	0	0	6	Bent Creek (50%)	193	113
%		15.0%			15.0%										
In/Out		IN			OUT										
Volume	0	9	0	0	9	0	0	0	0	0	0	0	17	Wawa Kings	57	58
%		52.0%			52.0%										
In/Out		IN			OUT										
Volume	0	238	0	0	112	0	0	0	0	0	0	0	350	Kings Highway Warehouse	458	216
%		15.0%			15.0%										
In/Out		IN			OUT										
Volume	0	10	0	0	10	0	0	0	0	0	0	0	20	Stonemont	68	186
%		30.0%			30.0%										
In/Out		OUT			IN										
Volume	0	3	0	0	3	0	0	0	0	0	0	0	6	Walsh Crossroads	10	11
%	40%	0%	0%	0%	0%	50%	50%	5%	40%	0%	5%	0%				
In/Out	IN	-	-	-	-	IN	OUT	OUT	OUT	-	IN	-				
Volume	12	0	0	0	0	15	43	4	34	0	1	0	108	Project Hunt	29	85
%		2.0%			2.0%										
In/Out		IN			OUT										
Volume	0	2	0	0	1	0	0	0	0	0	0	0	3	Celebration Pointe (25%)	100	57
Subtotal	12	313	14	23	212	15	43	4	34	128	1	85	884	Effective Growth Rate:	12.24%	
Total	29	751	23	26	712	33	100	5	81	157	3	94	2013			

(1) Based on existing uses Trip Gen & 55%/45% N/S Split

D-13

HCS Two-Way Stop-Control Report

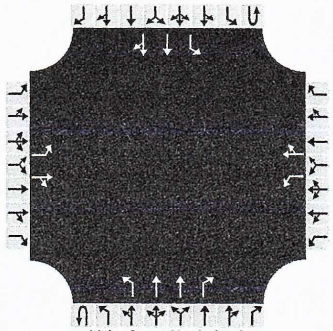
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	3/6/2023
Analysis Year	2025
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	Buildout - with Project

Site Information

Intersection	Kings Hwy & White Rd
Jurisdiction	St. Lucie County
East/West Street	White Road
North/South Street	Kings Hwy
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	1	0		1	1	0	0	1	2	1	0	1	2	0
Configuration		L		TR		L		TR		L	T	R		L	T	TR
Volume (veh/h)		100	5	81		157	3	94	0	29	751	23	0	26	712	33
Percent Heavy Vehicles (%)		10	10	10		18	18	18	3	10			3	18		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized										No						
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5	6.5	6.9		7.5	6.5	6.9		4.1				4.1		
Critical Headway (sec)		7.70	6.70	7.10		7.86	6.86	7.26		4.30				4.46		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.60	4.10	3.40		3.68	4.18	3.48		2.30				2.38		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		108		92		169		104		31				28		
Capacity, c (veh/h)		183		413		172		454		768				701		
v/c Ratio		0.59		0.22		0.98		0.23		0.04				0.04		
95% Queue Length, Q_{95} (veh)		3.2		0.8		7.8		0.9		0.1				0.1		
Control Delay (s/veh)		49.4		16.2		118.2		15.3		9.9				10.3		
Level of Service (LOS)		E		C		F		C		A				B		
Approach Delay (s/veh)		34.1				78.9				0.4				0.3		
Approach LOS		D				F				A				A		

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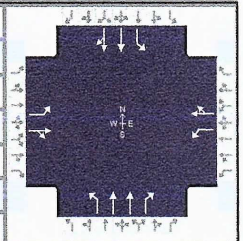
HCS Signalized Intersection Results Summary

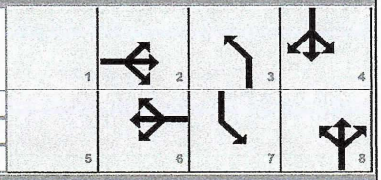
General Information				Intersection Information	
Agency	O'Rourke Engineering & Planning			Duration, h	0.250
Analyst	MM	Analysis Date	Sep 19, 2022	Area Type	Other
Jurisdiction	St. Lucie	Time Period	PM Peak Hour	PHF	0.93
Urban Street	Kings Hwy	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	White Rd	File Name	Kings & White (WITH PROJECT) - PM - 3.6.23.xus		
Project Description	Future Total - With Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	100	5	81	157	3	94	29	751	23	26	712	33

Signal Information			
Cycle, s	140.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	44.0	14.0	64.0	0.0	0.0	0.0	
Yellow	4.0	4.0	4.0	0.0	0.0	0.0	
Red	2.0	2.0	2.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6	3	8	7	4
Case Number		6.0		6.0	1.1	3.0	1.1	4.0
Phase Duration, s		50.0		50.0	20.0	70.0	20.0	70.0
Change Period, ($Y+R_c$), s		6.0		6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s		0.0		0.0	3.1	3.0	3.1	3.0
Queue Clearance Time (g_s), s					3.3	30.4	3.3	28.6
Green Extension Time (g_e), s		0.0		0.0	0.0	3.9	0.0	3.9
Phase Call Probability					1.00	1.00	1.00	1.00
Max Out Probability					0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	108	92		169	104		31	808	25	28	404	397
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1310	1333		1324	1214		1485	1484	1208	1358	1559	1534
Queue Service Time (g_s), s	9.4	7.2		15.1	9.0		1.3	28.4	1.6	1.3	26.5	26.6
Cycle Queue Clearance Time (g_c), s	18.4	7.2		22.2	9.0		1.3	28.4	1.6	1.3	26.5	26.6
Green Ratio (*g/C*)	0.31	0.31		0.31	0.31		0.56	0.46	0.46	0.56	0.46	0.46
Capacity (*c*), veh/h	379	419		400	382		343	1357	552	311	713	701
Volume-to-Capacity Ratio (*X*)	0.284	0.221		0.422	0.273		0.091	0.595	0.045	0.090	0.566	0.567
Back of Queue (Q), ft/ln (95 th percentile)	146.2	132.2		227	162.4		24	452.3	25.8	22.9	446.9	441.3
Back of Queue (Q), veh/ln (95 th percentile)	5.8	4.5		9.1	5.2		0.8	15.3	0.8	0.7	15.1	14.9
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	42.9	35.4		43.6	36.0		17.1	28.3	21.1	17.5	27.8	27.8
Incremental Delay (d_2), s/veh	1.9	1.2		3.2	1.8		0.0	0.5	0.0	0.0	0.7	0.7
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	44.8	36.6		46.8	37.8		17.1	28.8	21.1	17.6	28.5	28.5
Level of Service (LOS)	D	D		D	D		B	C	C	B	C	C
Approach Delay, s/veh / LOS	41.0	D		43.4	D		28.2	C		28.1	C	
Intersection Delay, s/veh / LOS	31.3						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.45	B	2.30	B	1.92	B	1.92	B
Bicycle LOS Score / LOS	0.82	A	0.94	A	1.20	A	1.17	A

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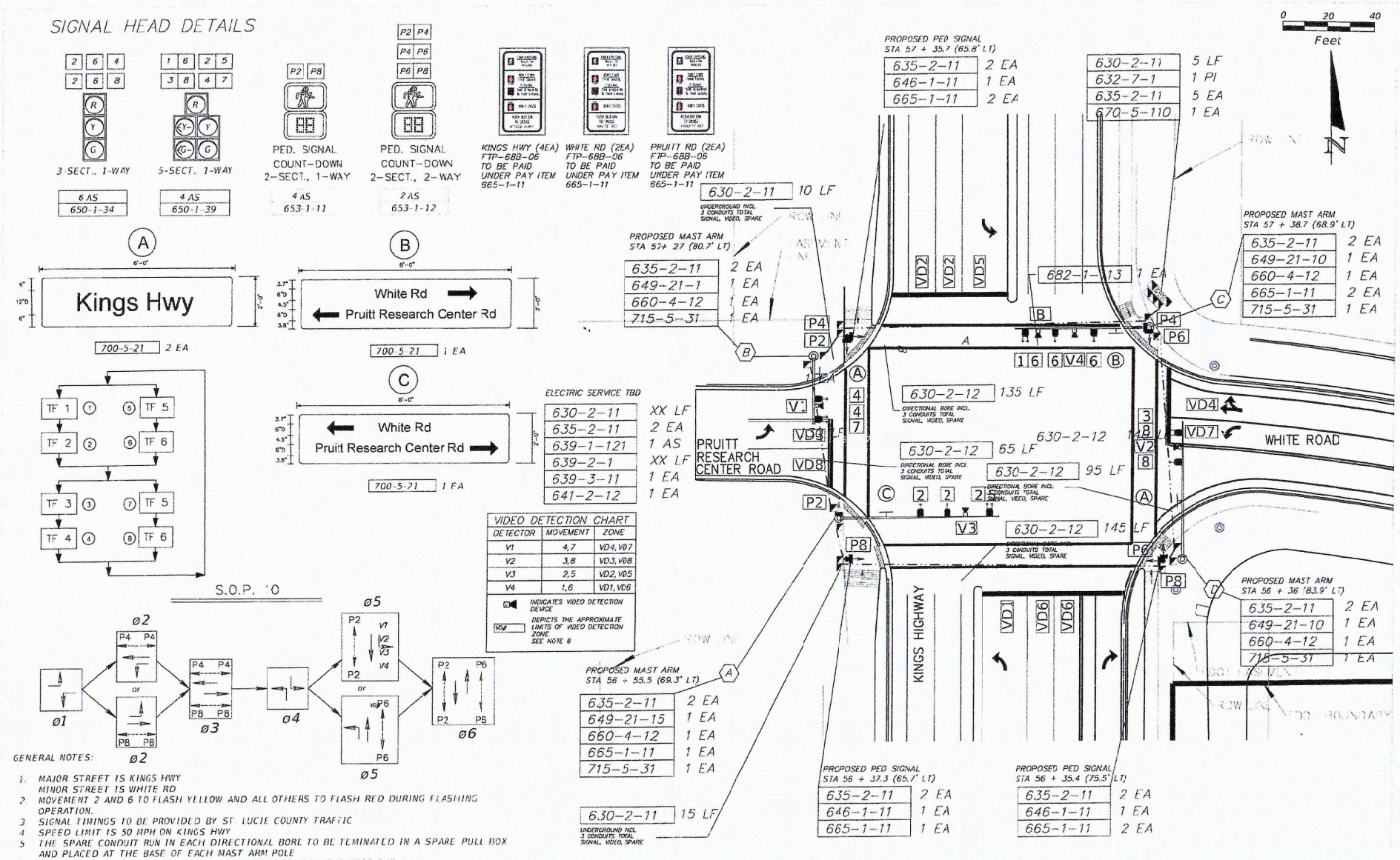


VIDEO DETECTION CHART

DETECTOR	MOVEMENT	ZONE
V1	4,7	VD4, VD7
V2	3,8	VD3, VD8
V3	2,5	VD2, VD5
V4	1,6	VD1, VD6

INDICATES VIDEO DETECTION DEVICE

VD# DEPICTS THE APPROXIMATE LIMITS OF VIDEO DETECTION ZONE SEE NOTE 6

GENERAL NOTES:

1. MAJOR STREET IS KINGS HWY
   MINOR STREET IS WHITE RD
2. MOVEMENT 2 AND 6 TO FLASH YELLOW AND ALL OTHERS TO FLASH RED DURING FLASHING OPERATION.
3. SIGNAL TIMINGS TO BE PROVIDED BY ST. LUCIE COUNTY TRAFFIC
4. SPEED LIMIT IS 50 MPH ON KINGS HWY
5. THE SPARE CONDUIT RUN IN EACH DIRECTIONAL BORE TO BE TEMINATED IN A SPARE PULL BOX AND PLACED AT THE BASE OF EACH MAST ARM POLE
6. THE VIDEO DETECTION ZONE WILL BE SET 60 FEET FROM THE STOP BAR.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

Susan E. O'Rourke PE #42684
O'Rourke Engineering & Planning
22 SE Seminole Street
Stuart, FL 34994
772-781-7918
Cert of Auth: 26869

ST. LUCIE COUNTY, FL
TRAFFIC ENGINEERING DIVISION

SIGNALIZATION PLAN

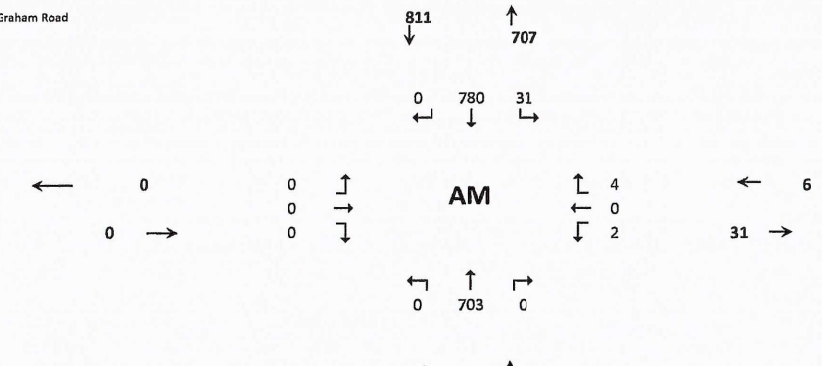
ROAD NO.	COUNTY	FINANCIAL PROJECT ID

SHEET NO. T-4

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kings Highway
E/W STREET: Graham Road
CONTROL: TWSC
FILENAME:
COUNT DATE: 2/12/2019
DAY:
CITY: Ft Pierce
With Project
INTERSECTION: Kings Highway & Graham Road
REPORT DATE: 6/22/2022
ANALYSIS YEAR: 2025

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15		91			81								172	701
7:15-7:30		81			76								157	708
7:30-7:45		100			101								201	730
7:45-8:00		90			81								171	672
8:00-8:15		86			93								179	642
8:15-8:30		88			91								179	
8:30-8:45		80			63								143	
8:45-9:00		50			91								141	



AM PEAK HOUR IS FROM: 7:30 AM TO 8:30AM

Volumes	0	364	0	0	366	0	0	0	0	0	0	0	730		
Season Factor	0	364	0	0	366	0	0	0	0	0	0	0	730		
Growth	0	398	0	0	400	0	0	0	0	0	0	0	798		
In/Out	-	OUT	-	IN	IN	-	-	-	-	OUT	-	OUT			
Percentage	0%	25%	0%	35%	10%	0%	0%	0%	0%	10%	0%	20%			
PROJECT	0	5	0	31	9	0	0	0	0	2	0	4	51		
SUBPROJECTS															
%	0%	40%	0%	0%	40%	0%	0%	0%	0%	0%	0%	0%			
In/Out	-	OUT	-	-	IN	-	-	-	-	-	-	-			
Volume	0	28	0	0	113	0	0	0	0	0	0	0	142	Kings Highway Commerce Park	
%		30.0%			30.0%										
In/Out		IN			OUT										
Volume	0	42	0	0	9	0	0	0	0	0	0	0	52	St Lucie Commerce Center (25%)	
%		2.0%			2.0%										
In/Out		IN			OUT										
Volume	0	1	0	0	3	0	0	0	0	0	0	0	4	Whispering Oaks	
%		2.0%			2.0%										
In/Out		IN			OUT										
Volume	0	1	0	0	4	0	0	0	0	0	0	0	5	Bent Creek (50%)	
%		15.0%			15.0%										
In/Out		IN			OUT										
Volume	0	9	0	0	10	0	0	0	0	0	0	0	19	Wawa Kings	
%		52.0%			52.0%										
In/Out		IN			OUT										
Volume	0	178	0	0	177	0	0	0	0	0	0	0	355	Kings Highway Warehouse	
%		15.0%			15.0%										
In/Out		IN			OUT										
Volume	0	30	0	0	8	0	0	0	0	0	0	0	38	Stonemont	
%		30.0%			30.0%										
In/Out		OUT			IN										
Volume	0	2	0	0	2	0	0	0	0	0	0	0	4	Walsh Crossroads	
%	0%	50%	0%	0%	50%	0%	0%	0%	0%	0%	0%	0%			
In/Out	-	OUT	-	-	IN	-	-	-	-	-	-	-			
Volume	0	9	0	0	42	0	0	0	0	0	0	0	51	Project Hunt	
%		2.0%			2.0%										
In/Out		IN			OUT										
Volume	0	1	0	0	2	0	0	0	0	0	0	0	3	Celebration Pointe (25%)	
Subtotal	0	300	0	0	371	0	0	0	0	0	0	0	671		
Total	0	703	0	31	780	0	0	0	0	2	0	4	1520		

Seasonal Factor: 1
Growth Rate: 1.015
Years Grown: 6
PHF: 0.91

Effective Growth Rate: 12.36%

	Trips In	Trips Out
	89	20
Kings Highway Commerce Park	283	71
St Lucie Commerce Center (25%)	141	31
Whispering Oaks	45	167
Bent Creek (50%)	62	186
Wawa Kings	63	54
Kings Highway Warehouse	342	341
Stonemont	197	55
Walsh Crossroads	7	5
Project Hunt	84	17
Celebration Pointe (25%)	30	96

HCS Two-Way Stop-Control Report

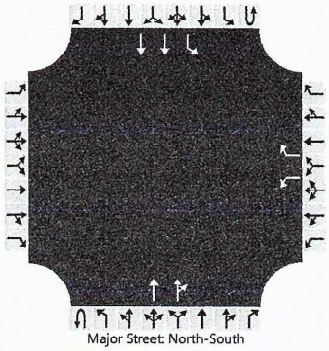
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	3/6/2023
Analysis Year	2025
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	Buildout - with Project

Site Information

Intersection	Kings Hwy & Graham Rd
Jurisdiction	St. Lucie County
East/West Street	Graham Road
North/South Street	Kings Hwy
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		1	0	1	0	0	2	0	0	1	2	0
Configuration						L		R			T	TR		L	T	
Volume (veh/h)						2		4			703	0	0	31	780	
Percent Heavy Vehicles (%)						18		18					3	18		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized						No										
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)						7.5		6.9						4.1		
Critical Headway (sec)						7.16		7.26						4.46		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.68		3.48						2.38		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						2		4						34		
Capacity, c (veh/h)						257		569						742		
v/c Ratio						0.01		0.01						0.05		
95% Queue Length, Q_{95} (veh)						0.0		0.0						0.1		
Control Delay (s/veh)						19.1		11.4						10.1		
Level of Service (LOS)						C		B						B		
Approach Delay (s/veh)						14.0								0.4		
Approach LOS						B								A		

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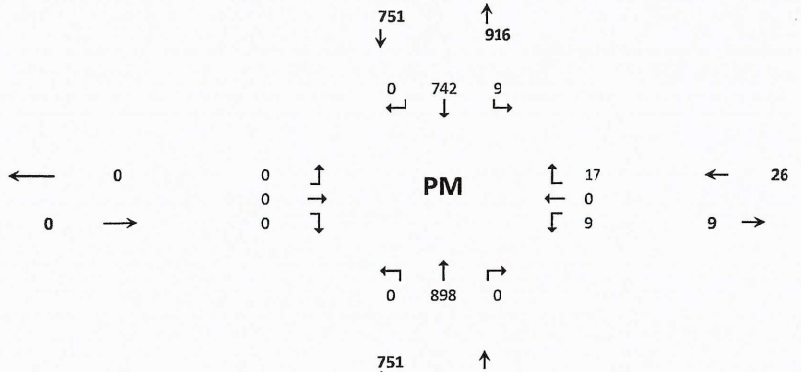
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kings Highway
E/W STREET: Graham Road
CONTROL: TWSC
FILENAME:
COUNT DATE: 2/12/2019
DAY:
CITY: Ft Pierce
REPORT DATE: 3/24/2022
ANALYSIS YEAR: 2025
With Project

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15		88			89								177	813
4:15-4:30		116			111								227	847
4:30-4:45		95			103								198	810
4:45-5:00		85			126								211	802
5:00-5:15		102			109								211	730
5:15-5:30		91			99								190	
5:30-5:45		98			92								190	
5:45-6:00		71			68								139	



PM PEAK HOUR IS FROM: 4:15PM TO 5:15PM

Volumes	0	398	0	0	449	0	0	0	0	0	0	0	847	
Season Factor	0	398	0	0	449	0	0	0	0	0	0	0	847	
Growth	0	435	0	0	491	0	0	0	0	0	0	0	926	
In/Out	-	OUT	-	IN	IN	-	-	-	-	OUT	-	OUT		
Percentage	0%	25%	0%	35%	10%	0%	0%	0%	0%	10%	0%	20%		
PROJECT	0	22	0	9	3	0	0	0	0	9	0	17	60	

Seasonal Factor: 1
Growth Rate: 1.015
Years Grown: 6
PHF: 0.93

	Trips In	Trips Out
	26	87

SUBPROJECTS

%	0%	40%	0%	0%	40%	0%	0%	0%	0%	0%	0%	0%				
In/Out	-	OUT	-	-	IN	-	-	-	-	-	-	-				
Volume	0	114	0	0	36	0	0	0	0	0	0	0	150	Kings Highway Commerce Park	90	284
%		30.0%			30.0%											
In/Out		IN			OUT											
Volume	0	16	0	0	59	0	0	0	0	0	0	0	74	St Lucie Commerce Center (25%)	52	196
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	3	0	0	2	0	0	0	0	0	0	0	5	Whispering Oaks	172	94
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	4	0	0	2	0	0	0	0	0	0	0	6	Bent Creek (50%)	193	113
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	9	0	0	9	0	0	0	0	0	0	0	17	Wawa Kings	57	58
%		52.0%			52.0%											
In/Out		IN			OUT											
Volume	0	238	0	0	112	0	0	0	0	0	0	0	350	Kings Highway Warehouse	458	216
%		15.0%			15.0%											
In/Out		IN			OUT											
Volume	0	10	0	0	10	0	0	0	0	0	0	0	20	Stonemont	68	186
%		30.0%			30.0%											
In/Out		OUT			IN											
Volume	0	3	0	0	3	0	0	0	0	0	0	0	6	Walsh Crossroads	10	11
%	0%	50%	0%	0%	50%	0%	0%	0%	0%	0%	0%	0%				
In/Out	-	OUT	-	-	IN	-	-	-	-	-	-	-				
Volume	0	43	0	0	15	0	0	0	0	0	0	0	57	Project Hunt	29	85
%		2.0%			2.0%											
In/Out		IN			OUT											
Volume	0	2	0	0	1	0	0	0	0	0	0	0	3	Celebration Pointe (25%)	100	57
Subtotal	0	441	0	0	249	0	0	0	0	0	0	0	690	Effective Growth Rate:	11.37%	
Total	0	898	0	9	742	0	0	0	0	9	0	17	1676			

HCS Two-Way Stop-Control Report

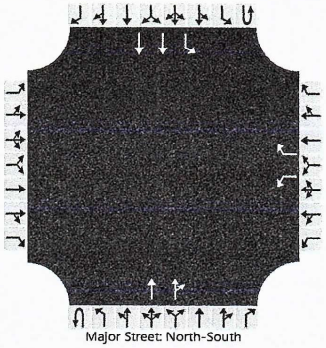
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	3/6/2023
Analysis Year	2025
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	Buildout - with Project

Site Information

Intersection	Kings Hwy & Graham Rd
Jurisdiction	St. Lucie County
East/West Street	Graham Road
North/South Street	Kings Hwy
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		1	0	1	0	0	2	0	0	1	2	0
Configuration						L		R			T	TR		L	T	
Volume (veh/h)						9		17			898	0	0	9	742	
Percent Heavy Vehicles (%)						18		18					3	18		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized						No										
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)						7.5		6.9						4.1		
Critical Headway (sec)						7.16		7.26						4.46		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.68		3.48						2.38		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						10		18						10		
Capacity, c (veh/h)						223		489						619		
v/c Ratio						0.04		0.04						0.02		
95% Queue Length, Q_{95} (veh)						0.1		0.1						0.0		
Control Delay (s/veh)						21.9		12.6						10.9		
Level of Service (LOS)						C		B						B		
Approach Delay (s/veh)						15.8								0.1		
Approach LOS						C								A		

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Email: JHI@JHIinc.com Website: www.JHIinc.com

Fire Flow Calculations
For
Kings Highway Commerce Center

Fort Pierce, Florida

NFPA-1, 2018 edition

Table 18.4.5.2.1
Type-II construction
Fire Flow Area 390 ksf
Q = 6,000 gpm

18.4.5.3.3
Q = 6,000 (1-0.75) fire sprinkler reduction = 1,500 gpm
Q min = 1,500 gpm
Duration = 4 hr

Jeff H. Iravani, P.E.
Florida Registration #33155
COA #6986

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April 15, 2024

City of Fort Pierce
Planning Department
100 North U.S 1
Fort Pierce, FL 34950

Attn: Vennis Gilmore

Re: Kings Highway Commerce Center
JHI Project No. 1402

Dear Vennis,

We are in receipt of your latest comments dated February 15, 2024, for the above noted project. Please consider the followings

Fort Pierce Planning Department

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.
   Response: Acknowledged.

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.
   Response: Acknowledged, a Vegetation disposition plan and Vegetation Assessment report shall be provided prior to the issuance of any site clearing permits.

3. 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 conducted before the issuance of a Building Permit.
   Response: Acknowledged.

4. After completion of the Unity of Title and Lot Combination, please submit a General Address Request Form for the newly created Parcel ID and for each proposed building.
   Response: Acknowledged.

5. There appears to a few discrepancies in your Site Data:
   i) Parcel ID: 2313-333-0001-000-7 is approximately 294,117 sq ft and Parcel ID: 2313-331- 0000-000-4 is approximately 840,272.4 sq ft. The total square footage is 1,134,389.4 sq ft. The listed impervious area is 1,015,250 sq ft. City Code Section 125-207. (c) Open Space Standards – Commercial Parkway Zone (CP-1) requires:
   (1)A minimum of 20 percent of the gross area of land to be devoted to a commercial parkway development must be reserved for use as parks, recreation areas, marinas, open space, planting, or other public purposes other than rights-of-way, utility easements, and parking areas. At the request of the developer and subject to the approval of the city commission, use of recreational facilities may be offered to the general public. Areas that are natural or manmade floodways, lakes, and stormwater retention areas may be also be used to satisfy the total open space requirement.

   (2) All land dedicated for open space shall be under the legal control of the developer.
   ii) Per City Code Section 125-207. (2) Yards. – Commercial Parkway Zone (CP-1) states the
   following:

   a. The minimum depth of the front yard shall be 25 feet.

   b. The minimum depth of the rear yard shall be 20 feet.

   c. The minimum depth of the side yard shall be ten feet, except on corner lots the minimum side yard depth on a street side will be 20 feet.

   iii) The Site Data lists “Lakes”, however there is one (1) “Lake”.
   iv) The Site Data lists four (4) Parcel ID(s), however there are two (2) Parcel ID(s).
   v) Please review the site data and resubmit with valid corrections.
   vi) The Location Map depicts the original site plan location.
   Response: Please see revised site data on MSP-2;
   (i) Site data has been revised w/ open space @ 26%.
   (ii) The minimum setbacks have been revised.
   (iii) Site data now shows “Lake”.
   (iv) Parcel IDs have been revised.
   (v) Site data has been revised.
   (vi) Location map has been revised to show the current site plan.

6. Per City Code Section 125-317. – Sidewalks. Please provide labeled sidewalks and sidewalk linkages along the Graham Road and White Road Frontages.
   Response: Please see the revised site plan set with shading and callouts showing the sidewalks Sidewalk including the walks on the adjacent roads.

7. Per City Code Section 125-317. – Provide labeled sidewalk linkages to Kings Highway.
   Response: Please see the revised site plan set with shading and callouts showing the sidewalk connection to Kings Hwy.

8. Please consider EV Charging spaces within the Site Plan.
   Response: Please note that EV charging spaces will be considered by owner w/ building permit applications.

9. Please provide a color rendering of the landscape plan if possible.
   Response: A colored rendering of the landscape plan will be submitted prior to Public Presentation of the project.

10. Provide a detailed narrative description for the amended site plan application.
    Response: Please see attached narrative description.

11. Provide a detailed design review narrative description for the amended site plan application.
    Response: Please see attached design review narrative description.

12. Please adhere to City Code Section 125-314 (Design Review) and review the Design Review Checklist submitted for your review.
    Response: Thank you.

13. Per City Code Section 125-314 (Design Review) - Reverse the architectural elevations of the structures to ensure that the ramp bays are not as visible from the street view.
    Response: Please see attached revised site plan with Building-I orientation reversed. This orientation creates access difficulty for the truck access. Please see truck circulation TC-1.
    It is essential for this project marketability and function that the truck access bean easy and the shortest possible from the road, not have mixed circulation with employees and other vehicles.
    The original design w/ loading facing the White Road provides the best access for the trucks.
    Therefore, we have revised the original site plan w/loading facing White Road by providing a 6' wall along south Property line and placing landscaping on the outside of the wall facing the road. This provides an attractive view from the road which buffers the building rear elevation while maintaining a functional circulation for the trucks.

14. Per City Code Section 125-314 (Design Review) – Provide more detail and articulation on the elevations located where the ramp bays exist.
    Response: Please see attached rear building elevation.

15. Please adhere to City Code Section 123-37 (General Landscaping Requirements) and review the Checklist submitted for your review.
    Response: The landscape plans have been reviewed along with Article 123-37 for compliance. Specifications related to trees have been revised to reflect a min. 2.5" caliper per this section. The provided checklist has also been reviewed for compliance relative to the use of compatible scale materials, (24'ht Oaks and relocated large existing Oaks), as well as varied heights to provide interest and visual appeal to the landscape. All perimeter landscaping has been designed to provide appropriate visual screening, while providing access for maintenance of the site.

16. Per City Code Section 123-37 (General Landscaping Requirements) – A Dry Retention area cannot be calculated as part of the required landscape buffer.
    Response: Please note that a bioswale is located along White Road.
    There is also a 10' landscape buffer between the bioswale and south property line.

17. Incorporate the green walls shown on the elevation into the landscape plan.
    Response: The Landscape plans have been updated to reflect the green walls as shown on the elevation drawing.

18. There must be coordination between what's presented on the landscape plan and on the site plan.
    Response: Please see attached revised landscape plan.

19. Please specify the location of the refuse collection area and any trash receptacles.
    Response: The refuse collection shall be by compactor inside the building.

20. Include a buffer which includes fencing and planted material so as to provide a visual and noise buffer between the St. Lucie County Agricultural Residential Zone to the east of the property.
    Response: Please note that there are no residential buildings to our east, only tree groves and farms.

Engineering Comments:

1. Provide a minimum 15' setback as measured from the White Road ultimate R/W line and the proposed top of banks for detention area 4 and 5 as per the requirements specified in the City of Fort Pierce Code of Ordinances Section 119-9(c).
   Response: Please note that the there is a bioswale along White Road located 10' From the right-of-way. This bioswale location was previously approved by City Commission on Jan 17th, 2023 with the 35 ac version of this site plan.

2. The match lines on plan sheets SP-3 & SP-4 and SP-5 & SP-6 do not correspond with one another. Please provide updated plans.
   Response: Please see revised plans.

Advisory Comments:

1. An updated environmental assessment is required at DPCR.
   Response: An updated environmental assessment shall be submitted at DPCR

2. Please coordinate with St. Lucie County for work with Right of Way of White Road and Graham Road. Please coordinate with FDOT for work within Kings Highway Right of Way
   Response: The location of the driveways on both White & Graham Road was previously approved by St. Lucie County with the approved 35 ac version of this site plan.

3. NSLRWCD/SFWMD permits will be required prior to DPCR approval.
   Response: NSLRWCD/SFWMD permits shall be submitted prior to DPCR approval.

4. A Unity of Title is needed for the two parcels prior to DPCR approval.
   Response: A Unity of Title shall be submitted prior to DPCR approval.

5. Drainage was only conceptually reviewed; a full drainage review will be completed at DPCR submittal. Please specify that City Code Chapter 119-3 (e)(7) values were used for design elevations:

   Rainfall quantities to be used for stormwater management design and calculations shall be as follows:

   - *Ten-year-one-day storm = 6.00 inches (for minimum roadway/parking lot elevation)*
   - *Ten-year one – hour storm = 3.20 inches (for exfiltration trench design).*
   - *Twenty-five-year-three-day storm = 9.50 inches (for off-site discharge & min. perimeter elevation)*
   - *One-hundred-year-three-day storm = 12.23 inches (for minimum floor elevation).*

   Response: The above rainfall values are utilized in the stormwater management Report.

FPUA W/WW Engineering:

FPUA has both water and sewer available to serve this site. Please submit three complete sets of utility construction plans, along with a completed plan review application and a complete commercial service application, to the Water and Wastewater Engineering Department for review. The department is located at 1701 S 37th Street, Fort Pierce, Florida. For further information or inquiries, please contact John Biggs at 772-466-1600, extension 3474
Response: Thank you.

St. Lucie County Public Works Department:

Corrections:

1. South Kings Highway is an FDOT Right-of-Way. Please coordinate with FDOT for permitting improvements within the Right-of-Way or any required Right-of-Way dedications.
   Response: We have coordinated w/ FDOT and have obtained the pre-application letter as attached.

2. Graham road is identified on the County's Right -of-Way protection plan. A Right-of-Way dedication of 10 feet may be required.
   Response: Per our conversation at TRC, additional R/W would not be required.

3. A right-in turn lane may be required on Graham Road because of its proximity to the intersection.
   Response: The westerly driveway on Graham Road @ 595' from kings Hwy ultimate R/W exceeds FDOT requirement of 200' as indicated on pre-application letter.

4. A 6 FT sidewalk is required along adjacent road Right-of-Ways. The Board of County Commissioners may authorize the applicant to pay a Fee-in-Lieu of construction of the sidewalk.
   Response: 6' sidewalks are provided on both adjacent county roads along the project frontage.

5. Dimension the driveway width, radius of return, and setback from side property lines and adjacent driveways. Section 7.05.06 of the Land Development Code includes minimum setback requirements for driveways.
   Response: Please see revised site plan w/ width and setback shown. Both driveways exceed the 5' min setback from side P/L.

6. Provide a truck circulation plan depicting how the dumpster collection, fire department, and delivery trucks will safely maneuver onsite.
   Response: Please see WB-67 truck circulation. The site is designed for Tractor trailers which are longer and require wider turning radii than both fire and garbage trucks. The trash is compacted internally and hauled off to landfill.

7. Provide typical pavement sections for all vehicular use areas. Vehicular use or storage areas are required to be paved with asphalt or concrete.
   Response: Please see typical pavement sections are shown on civil plans sheet C-19.

8. The TIR will be reviewed by a third party. Written acceptance to reimburse the County for associated fees is required to initiate the review. If you are in a position to move forward as such, please provide written notice.
   Response: Please note that this project has been reviewed and approved. The new traffic study is updated to match the reduced square footages. An additional formal review should not be required. Rather a confirmation that indeed the new study reflects lower trips than the approved study.

Conditions:

9. A Site Development Permit is required prior to performing site improvement activities.
   Response: Acknowledged & agreed.

10. A Road Improvement Agreement and appropriate bond will be required for all permanent improvements within the Right-of-Way on White Road.
    Response: White Road improvements are to be completed by Kings Highway Commerce Park. Any white Road improvements from Kings Highway up to and including this project frontage shall be done by this project if required and bonded.

Vennis Gilmore
King Highway Commerce Center
April 15, 2024

St Lucie County Fire

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.
   Response: A completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application) upon approval of the site plan.

2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
   Response: Acknowledged

3. Please provide an electronic revised copy of the site plan (pdf format).
   Response: An electronic revised copy of the site plan is attached.

4. Please provide written acknowledgement of the conditions/revisions provided.
5. **Response: Please see written acknowledgement of the conditions/revisions provided.**

6. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.
   Response: Acknowledged.

7. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all weather driving surface. (NFPA 1.18.2.3.5.2).
   Response: All vehicular access areas in this project meets NFPA requirements for dimensions and loads.

8. Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.
   Response: N/A

9. Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.
   Response: Acknowledged

10. The Fire District reserves the right for future comments at the site plan & building construction phase.
    Response: Acknowledged

11. FD access roads (shall be) are provided such that any portion of an un-sprinklered facility or exterior wall is located not more than 150’ from FD access roads as measured by an approved route around the exterior of the building or facility. (450’ for NFPA 13, 13D, 13R sprinklered protected buildings).
    Response: Both buildings are sprinkled.

12. Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5
    Response: Acknowledged

13. Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft.
    Response: Minimum road widths exceed 20’

14. Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.
    Response: N/A

15. Dead end roadways serving commercial or residential occupancies must include a cul-de-sac when the roadway length exceeds one hundred-fifty (150) feet. "Y" or "T" type turnaround arrangements are permitted. The minimum length must be equal to the length of the longest fire apparatus.
    Response: N/A

16. 18.2.3.3 Multiple Access Roads. More than one fire department access road shall be provided when it is determined by the AHJ that access by a single road could be impaired by vehicle congestion, condition of terrain, climatic conditions, or other factors that could limit access.
    Response: Multiple Access Roads are provided

17. Fire hydrants (shall be) are provided for buildings other than detached one-and two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.
    Response: The proposed water/fire protection system meets/exceeds above requirements. Please see attached fire flow calculations.

18. An approved water supply capable of supplying the required fire flow for fire. protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See “Needed NFPA Fire Flow Calculator Spreadsheet”.
    Response: Acknowledged

19. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD). NFPA 1141 Chapter 10.1.3.
    Response: Acknowledged.

20. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.
    Response: The proposed fire protection system meets above requirements.

21. The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.
    Response: The distance allowed between the fire department connection and a fire hydrant are less than one hundred fifty (150').

22. Minimum Size of Water Mains
    The minimum size of water mains for supplying water for firefighting purposes. shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied. by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.
    Response: The proposed water/fire protection system meets/exceeds above requirements.

23. Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the Florida Fire Prevention Code and its incorporated standards and codes. Pre-surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping, or a certification document of radio signal strength provided by a licensed engineer.
    Response: Acknowledged.

24. Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).
    Response: The proposed fire protection system meets/exceeds above requirements.

Vennis Gilmore
King Highway Commerce Center
April 15, 2024

St Lucie County Transportation Planning Organization

- Traffic Analysis: A reduced growth rate of 1.5 percent was used. However, the St. Lucie TPO has adopted the BEBR high growth rate for the historical growth rate which reflects the actual annual growth rate in the County since 1995. Therefore, The Traffic Analysis should be revised to include a growth rate of 2.5 percent.
  Please feel free to contact me should you have any questions.
  Response: The traffic study uses 1.5% "plus" committed traffic. The resultant growth in traffic is over the 2.5% that the TPO has referenced. In fact short term growth on Kings Highway is over 50% per year when considering committed traffic.

- Sidewalks/Pedestrian and Bicyclist Connectivity: The proposed development does not appear to include sidewalks or bicycle facilities connecting Kings Highway to the driveway at Graham Road along the north side, respectively, of the proposed development. Sidewalk, bicycle lane and pedestrian connectivity should be provided from King's highway to the driveway at Graham Road for pedestrian and bicyclist safety.
  Response: The connection between Kings Highway and this project is along the frontage of the parcel to the west, which is not part of this development, and would be responsible for its construction.

Thank you,

J H Iravani

Jeff H. Iravani, P.E.
President

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Major Site Plan Amendment - Kings Highway Commerce Center

NOTICES PROVIDED PURSUANT TO: City Code 125-37

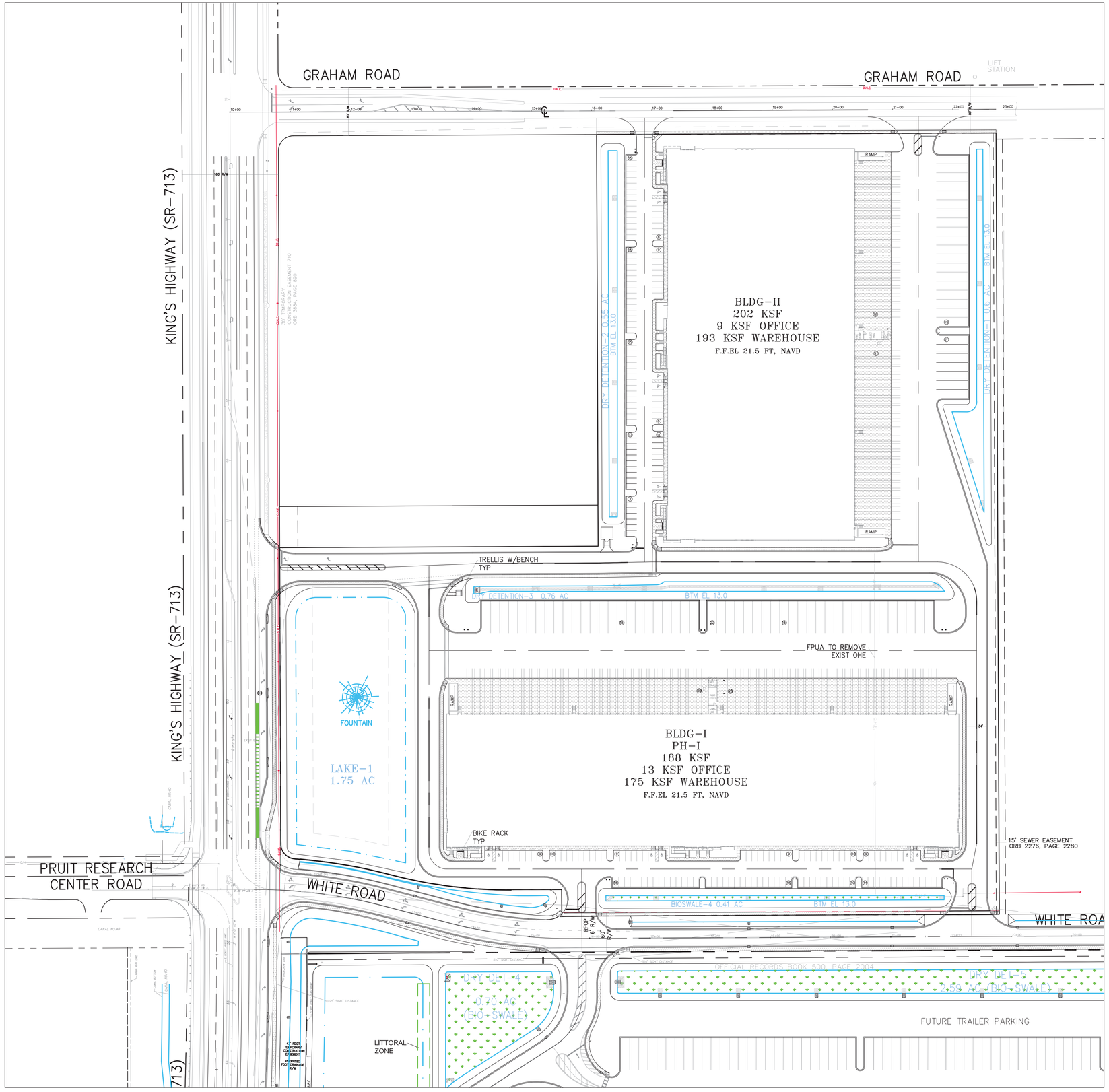
NOTICE BY NEWSPAPER: June 16th, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: **DATE:** June 14th, 2024


GRAHAM ROAD
GRAHAM ROAD
LIFT STATION
KING'S HIGHWAY (SR-713)
KING'S HIGHWAY (SR-713)
80' R/W
10+00
11+00
12+00
13+00
14+00
15+00
16+00
17+00
18+00
19+00
20+00
21+00
22+00
23+00
BAT GROUP CONSTRUCTION EASEMENT 710 ORB 3884, PAGE 890
DRY DETENTION-2 0.55 AC BTM EL 13.0
BLDG-II
202 KSF
9 KSF OFFICE
193 KSF WAREHOUSE
F.F.EL 21.5 FT, NAVD
DRY DETENTION-1 0.6 AC BTM EL 13.0
RAMP
RAMP
TRELLIS W/BENCH TYP
DRY DETENTION-3 0.76 AC
BTM EL 13.0
FPUA TO REMOVE EXIST OHE
FOUNTAIN
LAKE-1
1.75 AC
BLDG-I
PH-I
188 KSF
13 KSF OFFICE
175 KSF WAREHOUSE
F.F.EL 21.5 FT, NAVD
RAMP
RAMP
BIKE RACK TYP
15' SEWER EASEMENT ORB 2276, PAGE 2280
PRUIT RESEARCH CENTER ROAD
WHITE ROAD
BIOSWALE-4 0.41 AC
BTM EL 13.0
WHITE ROA
PROP 6' R/W
80' R/W
OFFICIAL RECORDS BOOK 500, PAGE 2004
DRY DE T-5
2.56 AC (BIO-SWALE)
DRY DET-4
0.70 AC
(BIO-SWALE)
FUTURE TRAILER PARKING
LITTORAL ZONE
CANAL NO.48
CANAL NO.49
CANAL NO.50
CANAL NO.51
CANAL NO.52
CANAL NO.53
CANAL NO.54
CANAL NO.55
CANAL NO.56
CANAL NO.57
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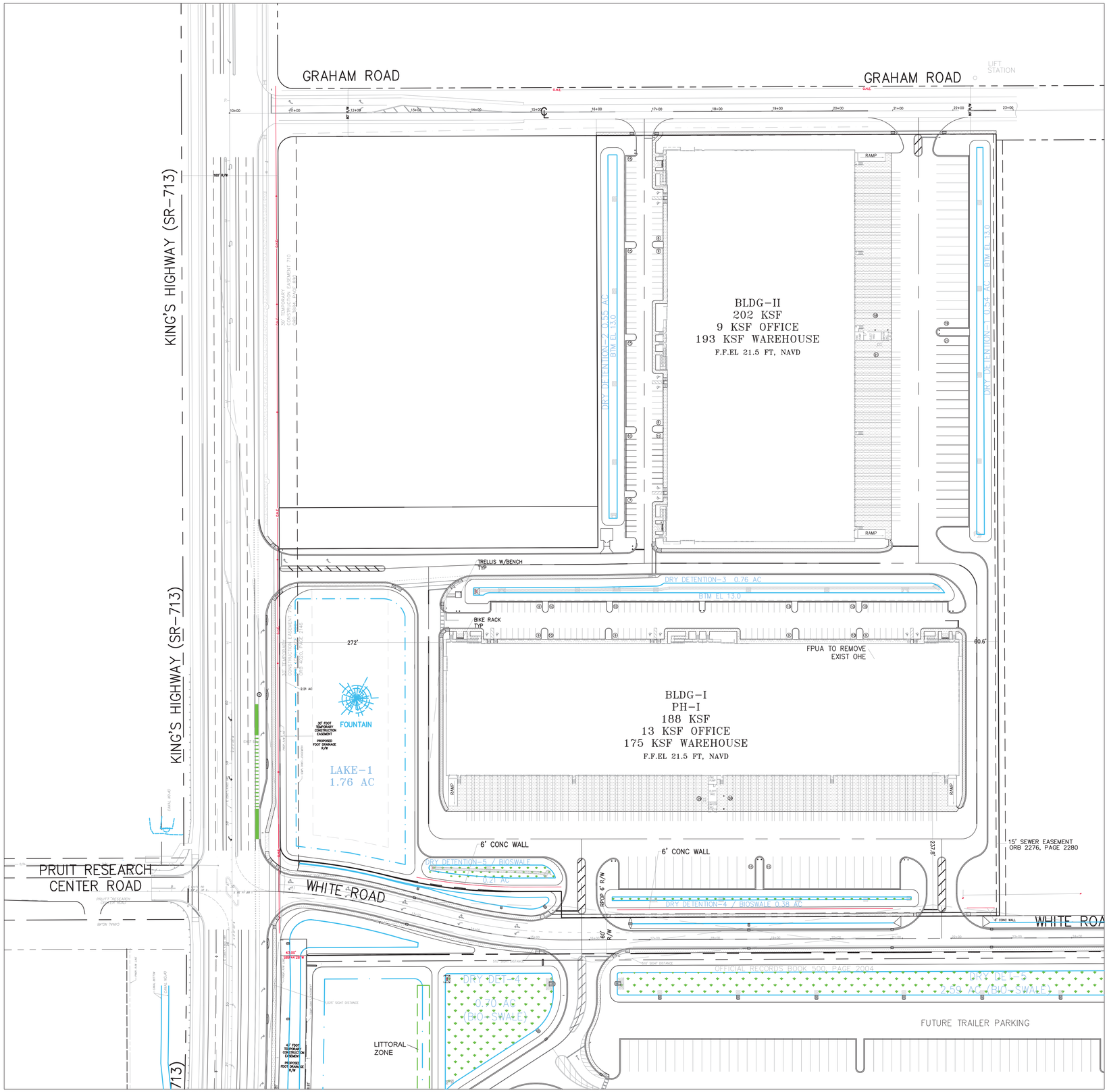
CANAL NO.65
CANAL NO.66
CANAL NO.67
CANAL



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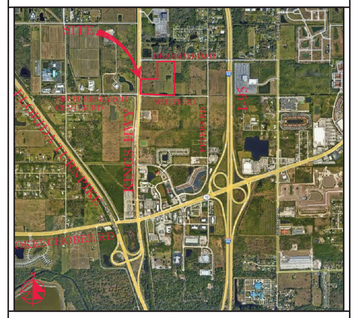

VICINITY MAP

SECTION 13, TWP 35S, RGE 39E

N

80' 0 40' 80' 160'

SCALE: 1" = 80'

SITE DATA

PROPOSED USE	OFFICE/WAREHOUSE/DISTRIBUTION		
FUTURE LAND USE	GC		
PROPOSED ZONING	CP-1		
PARCEL AREA	1,155,298 SF	26.52 AC	100%
BUILDOUT			
BUILDING AREA	390,000 SF		34.2%
OFFICE	22,000 SF		
WAREHOUSE	368,000 SF		
PHASE-I			
BUILDING AREA	188,000 SF		
OFFICE	13,000 SF		
WAREHOUSE	175,000 SF		
PHASE-II			
BUILDING AREA	202,000 SF		
OFFICE	9,000 SF		
WAREHOUSE	193,000 SF		
PARKING REQ PH-I			101 SP
OFFICE ITE RATE	13,000 SF @ 2.39/KSF		32 SP
WAREHOUSE ITE RATE	175,000 SF @ 0.39/KSF		69 SP
HANDICAP			5 SP
BICYCLE			6 SP
PARKING PROP			130 SP
HANDICAP			6 SP
BICYCLE			8 SP
LOADING REQ			8 SP
LOADING PROP			55 SP
PARKING REQ PH-II			98 SP
OFFICE ITE RATE	9,000 SF @ 2.39/KSF		22 SP
WAREHOUSE ITE RATE	193,000 SF @ 0.39/KSF		76 SP
HANDICAP			5 SP
BICYCLE			6 SP
PARKING PROP			98 SP
HANDICAP			6 SP
BICYCLE			8 SP
LOADING REQ			8 SP
LOADING PROP			39 SP
PAVT/SW	470,515 SF	10.80 AC	
TOTAL IMPERVIOUS	860,515 SF	19.75 AC	74%
LAKE	76,421 SF	1.75 AC	
PERVIOUS	218,362 SF	5.02 AC	
OPEN SPACE	294,783 SF	6.77 AC	26%
BLDG HEIGHT	65 FT MAX		

SETBACKS	REQ'D	PROP
FRONT	25'	273'
REAR	20'	60.6'
SIDE STREET	20'	187.3'
SIDE	10'	NA

PCN 2313-333-0001-000-7
2313-331-0000-000-4

LEGACY
DEVELOPMENT PARTNERS

REVISIONS

09/21/22 REV SLC
07/11/23 REV CLT
10/03/23 REV SP
01/08/24 REV SP
04/12/24 REV SP

Jeff H. Iravani, Inc.
Consulting Engineers
1934 COMMERCE LANE, SUITE 5
JUPITER, FLORIDA 33458
EMAIL: JH@JHIinc.com
TEL: (561) 575-6030
FAX: (561) 575-6088
WEBSITE: www.JHIinc.com

Kings Highway
Commerce Center
Fort Pierce, Florida

Master Site Plan
Alternate

JOB NO.	DRAWN BY	DESIGNED BY	SCALE	DATE
2205-1402	DDI	JHI	1"=80'	07-07-22

SEAL

SHEET NO.
MSP-2

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT 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:

06/16/2024

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 06/16/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost:	$147.84		
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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 Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, July 1, 2024, hold a Public Hearing 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:

1. Application for a Major Site Plan Amendment (Development Review & Design Review) by property owners, J. A. Development Partners, LLC, Shad Properties Group LLC, and Matthew Lyle Wynne II LLC, and Authorized Agent, Jeff H. Iravani, Inc., to construct two (2) flex-space buildings totaling 390,000 square feet of office and warehouse distribution space with associated site improvements the northeast corner of South Kings Highway and White Road in Fort Pierce, Florida, more specifically located at Parcel Control Number(s): 2313-332-0000-010-0, 2313-333-0001-000-7, and 2313-331-0000-000-4.

2. Application for a Conditional Use- No New Construction submitted by applicant Bryan Arruda to operate 13,600 square feet for use of Play Money: Family Fun Center located at 2765 Peters Road, Bay #'s 22-28, more specifically located at Parcel Control Number: 2324-311-0005-000-1.

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
June 16 2024
LSAR0115979

City Commission Regular Meeting - 5:05 pm **12. c.**

Meeting Date: 07/01/2024

Re: Conditional Use: No New Construction - Play Money Family Fun Center - 2765 Peters Rd. Bay #22-28

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Quasi-Judiical Hearing - Review and approval of an application for a Conditional Use No New Construction by applicant Bryan Arruda, to operate Play Money Family Fun Center located at 2765 Peters Road, more specifically at Parcel ID: 2324-311-0005-000-1, bay #s 22-28.

SUMMARY:

In accordance with Section 125-76 of the City Code, the applicant is requesting the review of an application for a Conditional Use No New Construction for Play Money Family Fun Center located at 2765 Peters Road. The applicant is seeking to open a 13,600 sq.ft. Family Fun Center in seven (7) of the plaza bays.

RECOMMENDATION:

Staff recommendation is for the City Commission to vote APPROVAL of the proposed Conditional Use No New Construction with the following eight (8) conditions:
General Operating Standards

1. The hours of operation of the Family Fun Center shall be limited to between 8:00a.m to 12:00 midnight Monday to Friday and to between 8:00a.m to 2:00a.m on weekends
2. The Family Fun Center shall operate in full compliance with all state and federal law.
3. All entrances to the Family Fun Center shall be adequately lighted.
4. The Family Fun Center shall provide 10 bicycle racks.
5. Family Fun Center shall provide public restrooms in accordance with applicable country health department requirements.
6. Any proposed exterior change to the Family Fun Center will be subject to city design review guidelines pursuant to section 125-314.
7. Any substantial amendment to the interior layout or operating plan of the Family Fun Center shall require a revision to the conditional use.
8. The provision of catering services on premises must be licensed by the department of health, department of business professional regulation, or department of agriculture and consumer services.

ALTERNATIVES:

1. Recommend approval with alternative conditions
2. Recommend disapproval.

RESPONSIBLE STAFF:

- Maria Lewicka (Primary Planner)
- Kerry C. Driver (Secondary Planner)

COORDINATED WITH:

1. Technical Review Committee (TRC)
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report
Applicant File
Staff Supporting Documents
Public Notice
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Kev Freeman	06/21/2024 01:52 PM
City Manager	Nick Mimms	06/25/2024 09:21 AM

Form Started By: Kerry Driver Started On: 06/12/2024 11:04 AM
Final Approval Date: 06/25/2024

CITY OF FORT PIERCE

CITY COMMISSION

July 1st, 2024

Play Money Family Fun Center
2765 Peters Road

APPLICANT

Bryan Arruda

PROPERTY OWNER(S)

Crossroads Plaza FP I LLC

PARCEL ID #(S):

2324-311-0005-000-1

A ‘conditional use: no new construction’ application has been submitted for review, proposing to operate Play Money Family Fun Center at 2765 Peters Rd., bay #’s 22-28.

The property is in the C-3, General Commercial zoning district and has a future land use designation of GC, General Commercial.

All games are set on free play: no coins or cards. A wristband format for unlimited play access to games such as pinball and skee ball.

CONDITIONAL USE

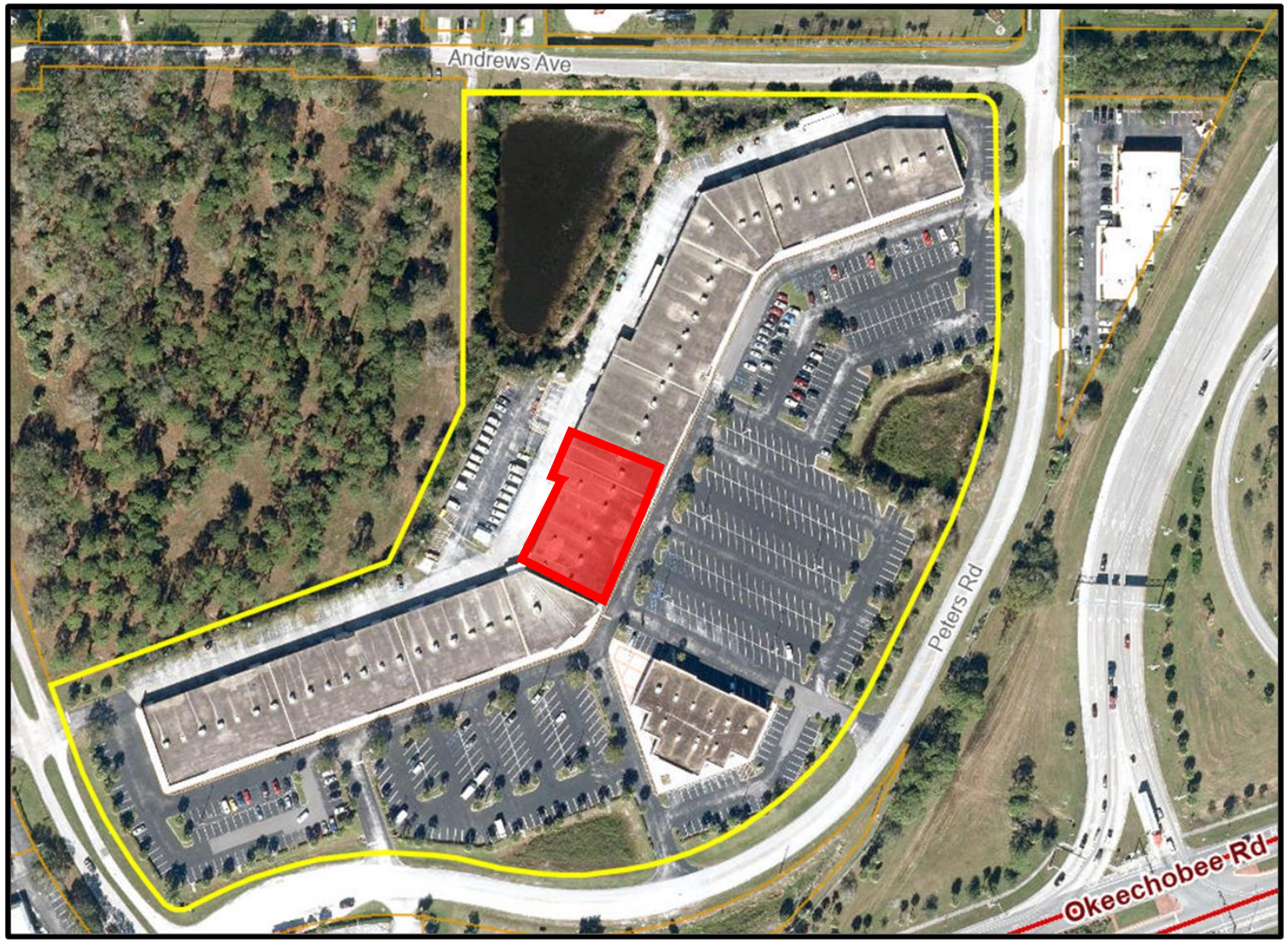
Article V: Section 125-325

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

SITE LOCATION

Zoning: C-3, General Commercial

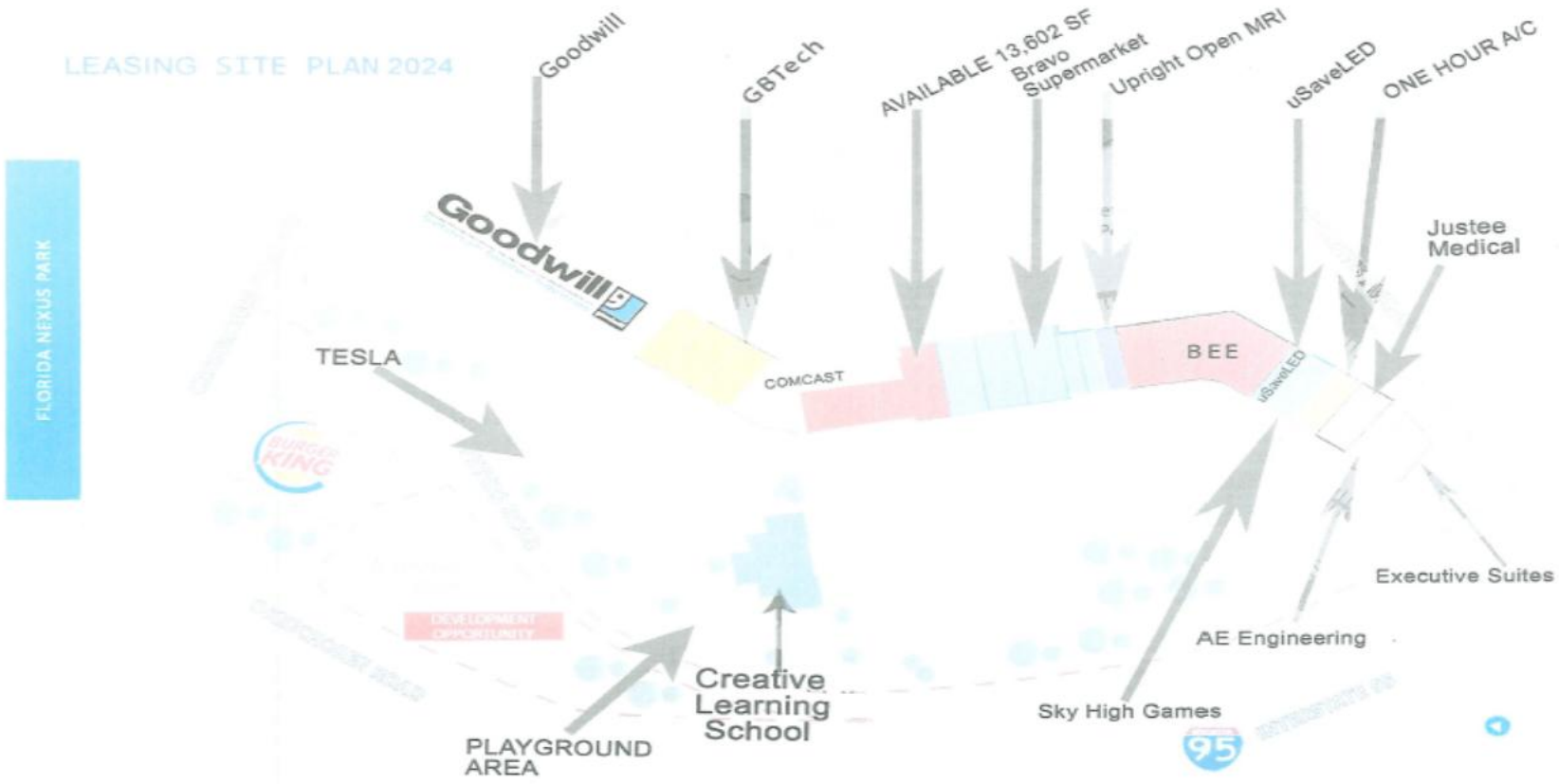
FLU: GC, General Commercial



SITE AREA= 18.61+/- Acres

PLAY MONEY FAMILY FUN CENTER: Conditional Use, No New Construction

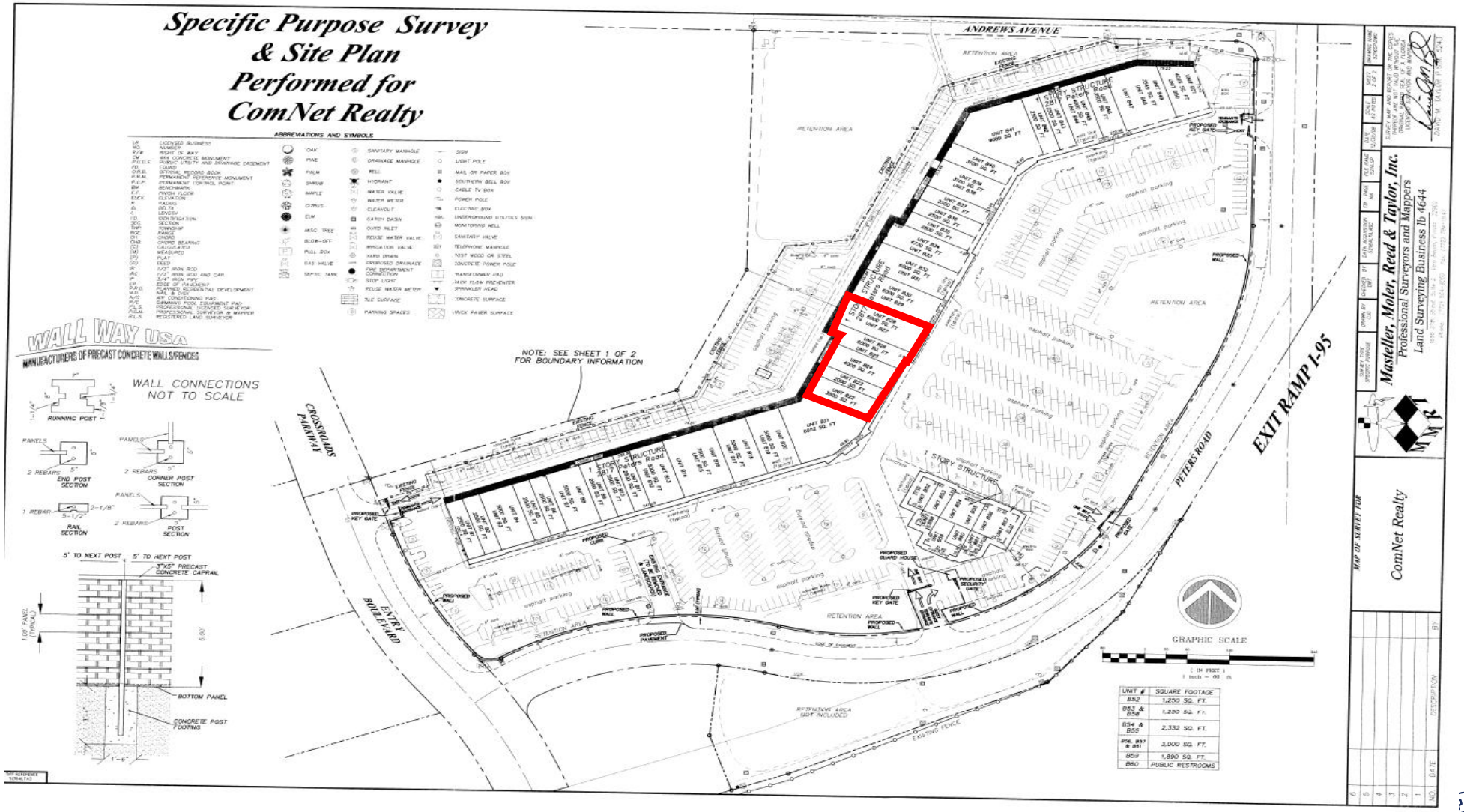
EXISTING BUSINESSES IN PLAZA



PLAY MONEY FAMILY FUN CENTER: Conditional Use, No New Construction

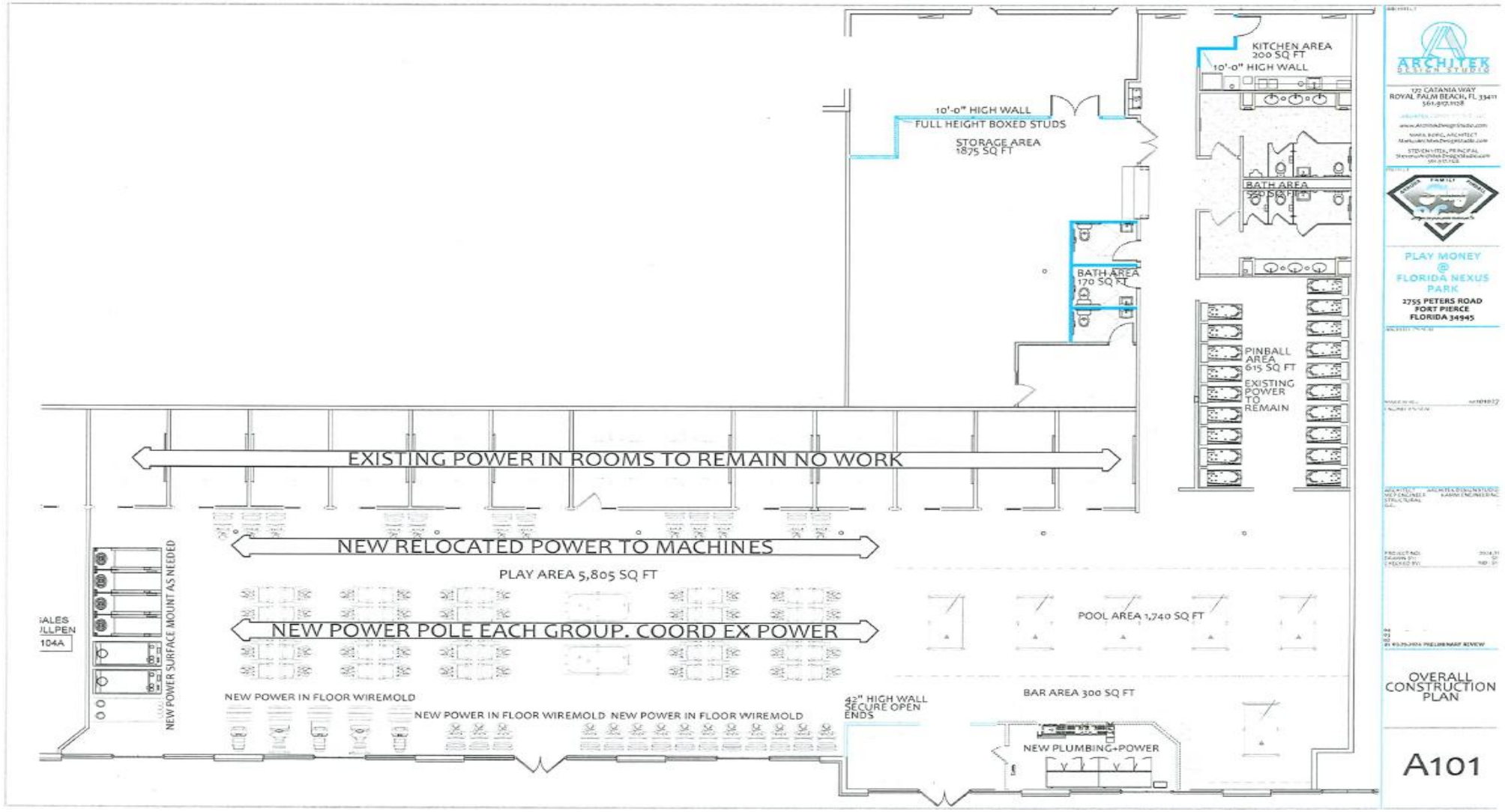
LOCATION OF BUSINESS IN PLAZA

Bay#'s 22-28; 13,600 sq. ft



PLAY MONEY FAMILY FUN CENTER: Conditional Use, No New Construction

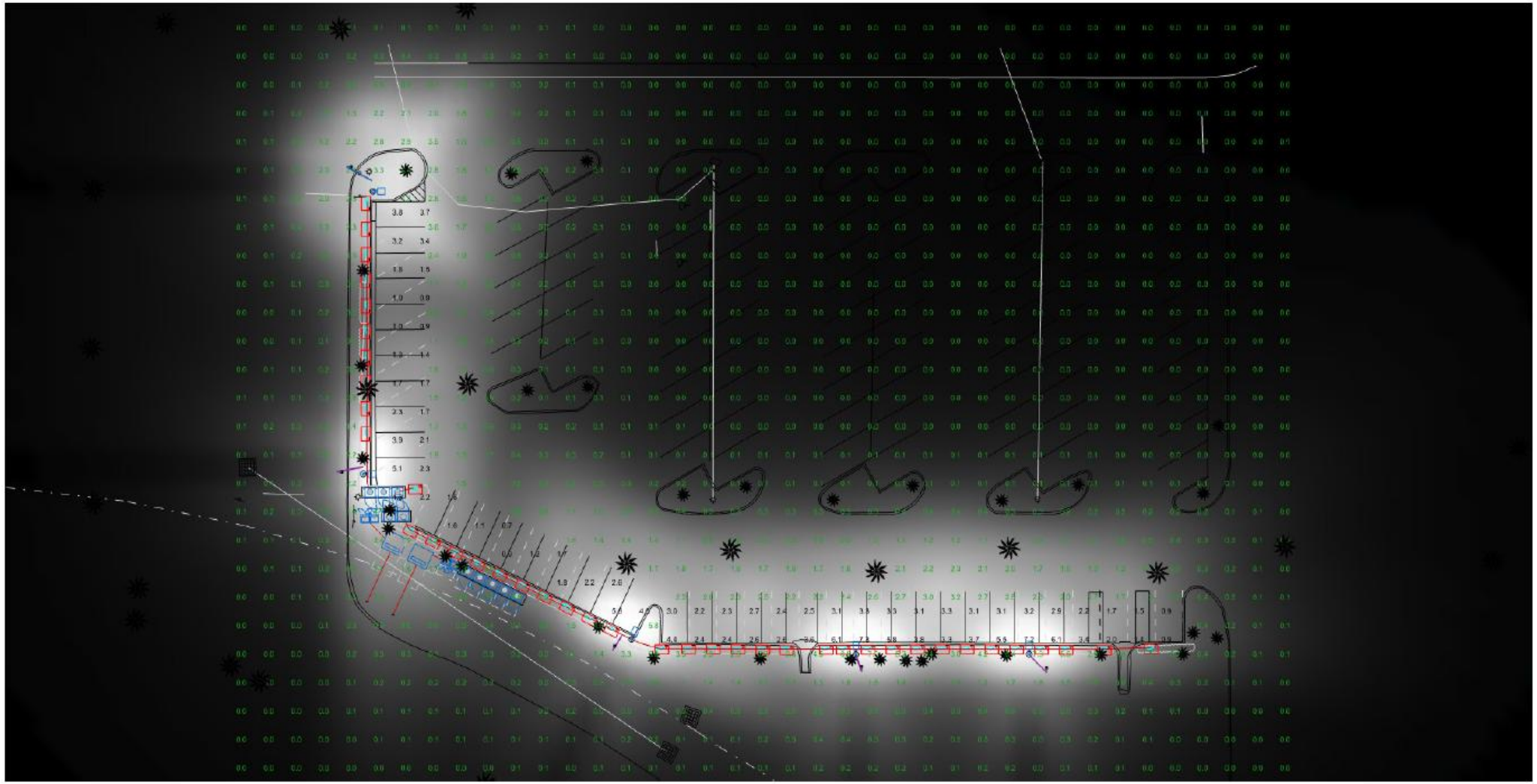
SITE PLAN



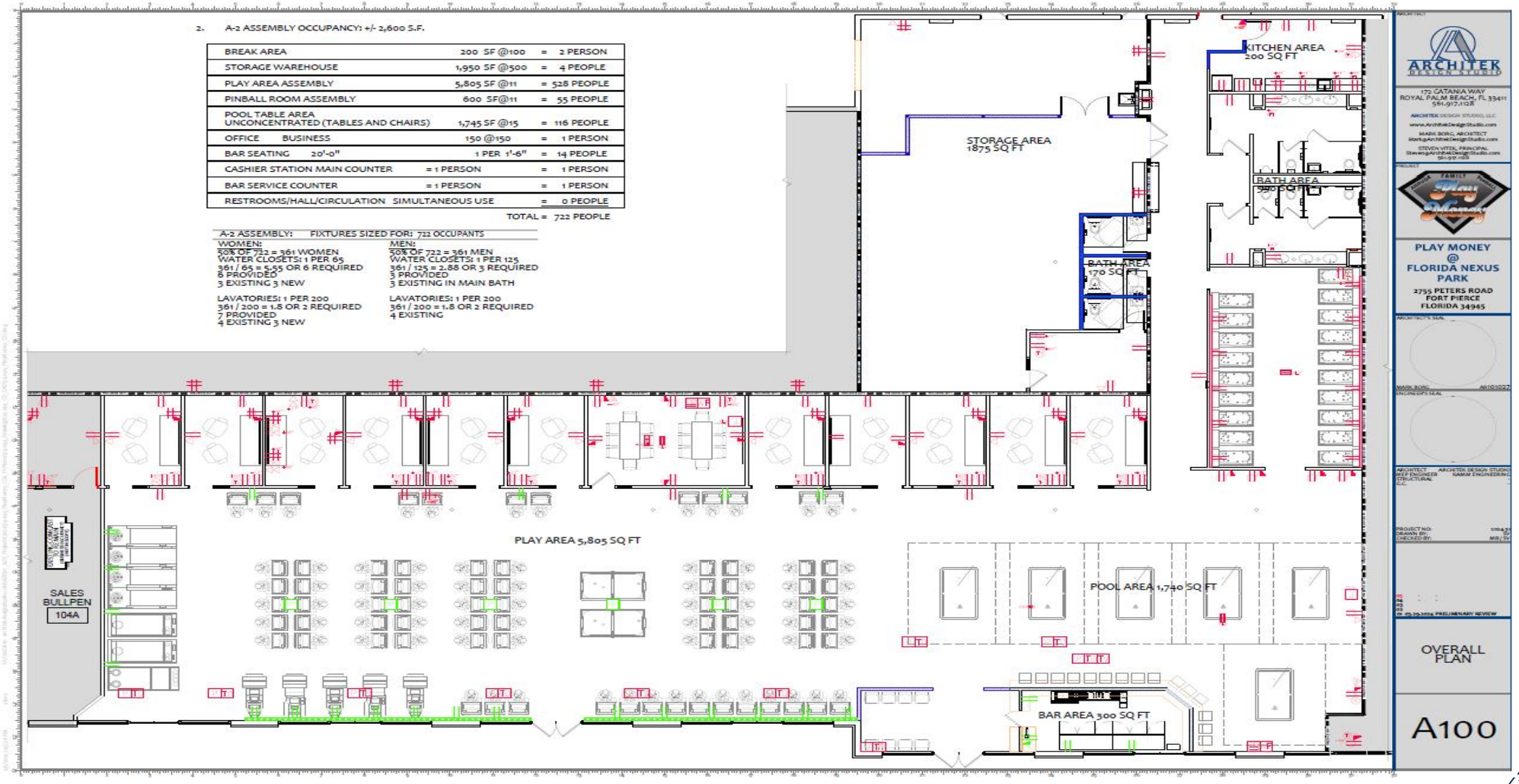
PLAY MONEY FAMILY FUN CENTER: Conditional Use, No New Construction

EXISTING LIGHTING PLAN

5 FOOT CANDLES

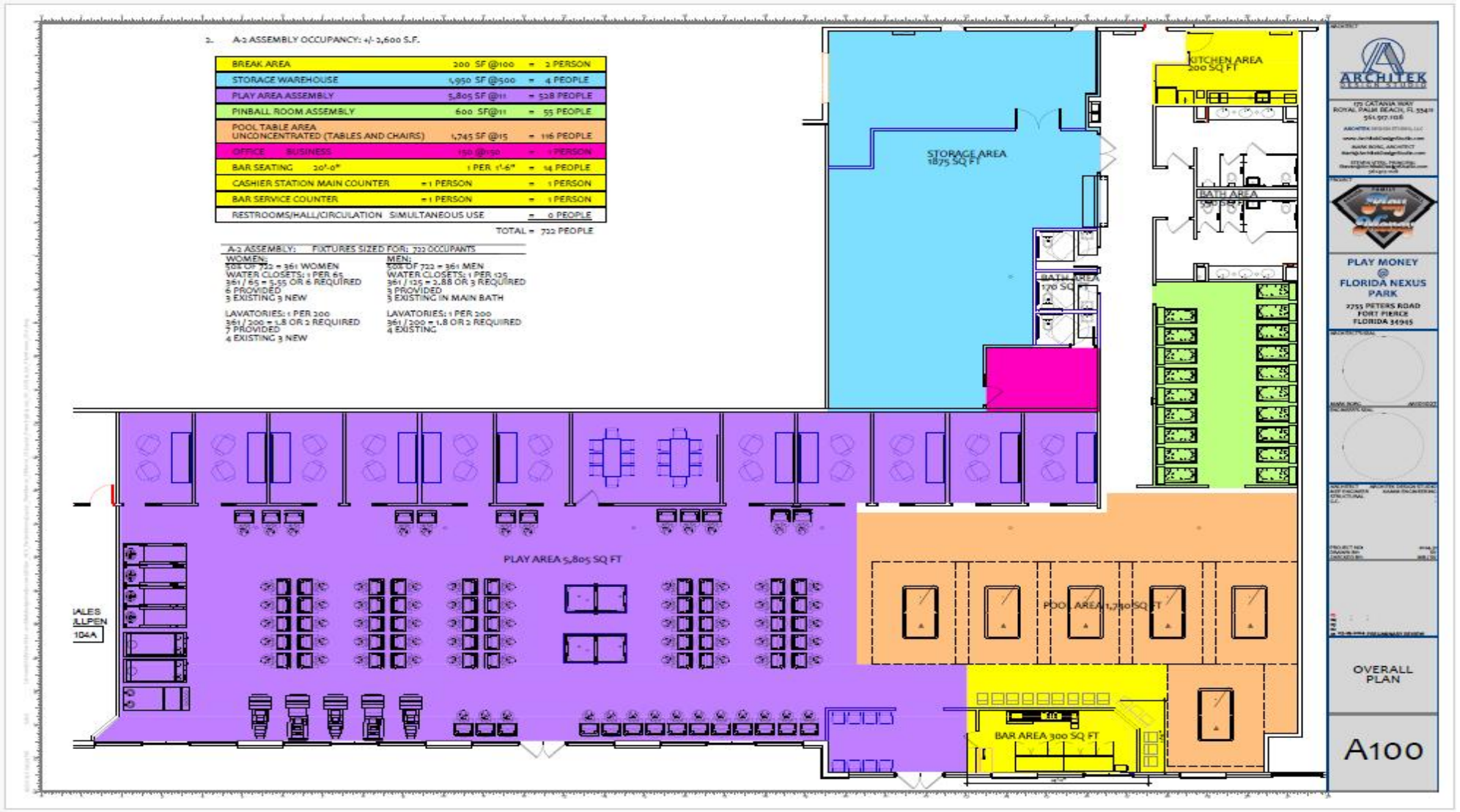


FLOOR PLAN



PLAY MONEY FAMILY FUN CENTER: Conditional Use, No New Construction

FLOOR PLAN cont'd

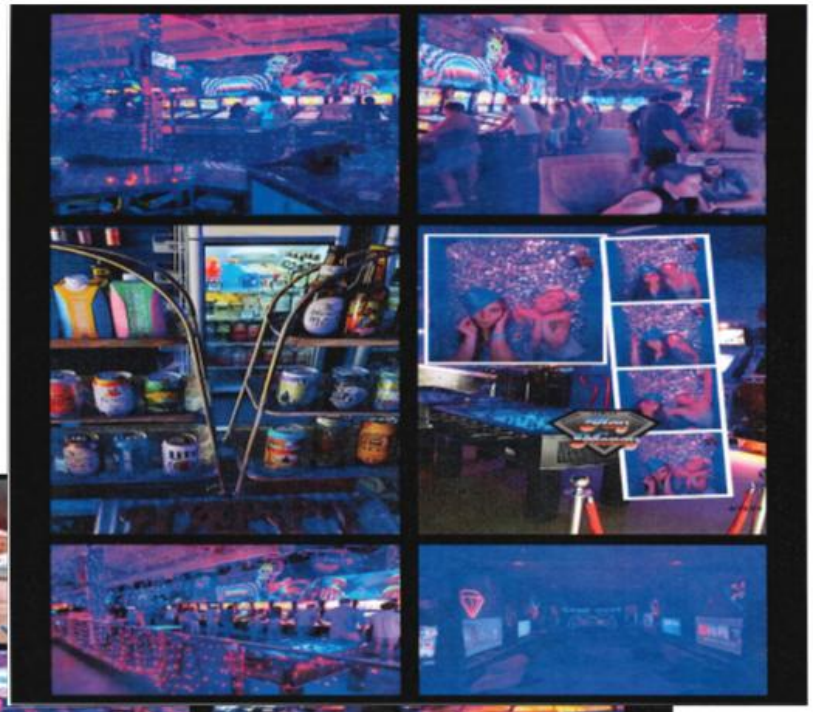


PLAY MONEY FAMILY FUN CENTER: Conditional Use, No New Construction

EXISTING LOCATION IN NEIGHBORING COUNTY









PLAY MONEY FAMILY FUN CENTER: Conditional Use, No New Construction

CONDITIONS OF APPROVAL

1. The hours of operation of the Family Fun Center shall be limited to between 8:00 a.m. to 12:00 midnight Monday to Friday and to between 8:00 a.m. to 2:00 a.m. on weekends.
2. The Family Fun Center shall operate in full compliance with all state and federal law.
3. All entrances to the Family Fun Center shall be adequately lighted.
4. The Family Fun Center shall provide 10 bicycle racks.
5. Family Fun Center shall provide public restrooms in accordance with applicable country health department requirements
6. Any proposed exterior change to the Family Fun Center will be subject to city design review guidelines pursuant to section 125-314.
7. Any substantial amendment to the interior layout or operating plan of the Family Fun Center shall require a revision to the conditional use.
8. The provision of catering services on premises must be licensed by the department of health, department or business professional regulation, or department of agriculture and consumer services.

RECOMMENDATION

Staff recommendation is for the City Commission to **Approve** the Conditional Use application with the 8 listed conditions.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with additional conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

July 1st ,2024

Play Money Family Fun Center
2765 Peters Road, #s22-28

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas Mimms, PE, City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Planner
RE:	**Conditional Use: No New Construction** **2765 Peters Rd. #s 22-28**
BOARD DATE:	July 1, 2o24

STAFF REPORT

Owner:	City of Fort Pierce 100 North U.S. 1 Fort Pierce, FL 34950
Applicant:	Bryan Arruda 2602 SW Racquet Club Dr Palm City, FL 34990
Applicant's Request:	Approval of Conditional Use: No New Construction
Location(s):	2765 Peters Rd. Bay #s 22-28
Parcel ID:	2324-311-0005-000-1
Future Land Use:	General Commercial (GC)
Current Zoning:	C-3, General Commercial

Surrounding FLU:

North	East	South	West
GC	GC	GC	GC

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3	C-3

Utilities: FPUA

Staff Analysis:

Request

In accordance with Article V Sections 125-235 of the City Code, the applicant is requesting the review and approval of a Conditional Use- No New Construction to open and operate 13,600 square feet for Play Money Family Fun Center.

Future Land Use & Zoning

The General Commercial (GC) future land use designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

The subject site has a zoning district classification of the General Commercial (C-3) district which is primarily intended for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentrations of commercial activities.

Conditional Uses

According to Article V, Sec. 125-235, the purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as tot number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

Design Review

The applicant is proposing to utilize seven (7) bays, bay numbers 22-28, which will equate to approximately 13,600 square feet. The partitions between each bay will be removed to produce one main unit.

Parking

The property is in the Crossroads Plaza therefore ample parking is provided and no additional parking requirements apply.

Landscaping
Although the property landscape is minimum due to site design and maintained by the property owner, Crossroads Plaza FP I, LLC, the applicant will assist in maintaining the aesthetics and appearance of the property.

Traffic Impact Statement
No traffic impact statement submitted or required for this application.

Lighting
The parking spaces in front of the proposed bays, numbers 22-28, are currently illuminated with 5-foot candles. The applicant provided a lighting plan that included photometrics of various times of the day. No additional lighting is required.

Technical Review Committee
All affected departments have reviewed the proposed Conditional Use: No New Construction with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents.

Property Owner Response Summary
A total of 17 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As of June 19, 2024, there have been zero responses by adjacent property owners regarding the request. An update will be provided to the City Commission at the public hearing.

Planning Board Recommendation
The Planning Board, at their June 10,2024 meeting, voted 5-0 to recommend approval of the request with conditions as excepted from Sec. 125-325:

1. The hours of operation of the Family Fun Center shall be limited to between 8:00 a.m. to 12:00 midnight Monday to Friday and to between 8:00 a.m. to 2:00 a.m. on weekends.
2. The Family Fun Center shall operate in full compliance with all state and federal law.
3. All entrances to the Family Fun Center shall be adequately lighted.
4. The Family Fun Center shall provide 10 bicycle racks.
5. Family Fun Center shall provide public restrooms in accordance with applicable country health department requirements
6. Any proposed exterior change to the Family Fun Center will be subject to city design review guidelines pursuant to section 125-314.
7. Any substantial amendment to the interior layout or operating plan of the Family Fun Center shall require a revision to the conditional use.
8. The provision of catering services on premises must be licensed by the department of health, department or business professional regulation, or department of agriculture and consumer services.

***Staff Recommendation**:*
The proposed application meets the minimum standards of the City's Code Section 125-235. Therefore, Staff recommends that the City Commission **APPROVE** the subject Conditional Use: No New Construction subject to the noted eight Conditions.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

CONDITIONAL USE – NO NEW CONSTRUCTION

Property Information

Property address or Location: 2755 Peters Road, Fort Pierce, FL 34945

Parcel ID #(s):

Project description: Family Fun Center

Site Information

Building Size: 13,600 Parking Spaces:

Crossroads Plaza FP I, LLC
Property Owner(s)

5850 W Atlantic Ave #101
Street Address

Delray Beach FL 33484
City State Zip

561-999-0006 x102
Phone Number

hzuker@connectrealty.com
Email Address

same
Applicant/Representative, Title, Company

Street Address

City State Zip

Phone Number

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

FORT PIERCE
PLANNING DEPARTMENT

CONDITIONAL USE – NO NEW CONSTRUCTION

Property Information

Property address or Location: 2765 Peters Road, Fort Pierce, FL 34945

Parcel ID #(s):

Project description: Family Fun Center

Site Information

Building Size: 13,600 Parking Spaces:

Crossroads Plaza FP I, LLC	Bryan Arruda
Property Owner(s)	Applicant/Representative, Title, Company
5850 W. Atlantic Ave #101	2602 SW Racquet Club Dr
Street Address	Street Address
Delray Beach, FL 33484	Port St Lucie FL 34990
City State Zip	City State Zip
561-999-0006 x 102	772-349-9349
Phone Number	Phone Number
hzuker@commelrealty.com	BArruda23@gmail.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 on 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.

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Bay #22-28

THE SUNRISE CITY
FORT PIERCE
Florida
CITY CLERK'S OFFICE

December 4, 2018

Henry Zuker, Manager
Crossroads Plaza FPI, LLC
4800 N Federal Highway #B-205
Boca Raton, FL 33431

Dear Mr. Zuker:

The City Commission of the City of Fort Pierce, Florida, at their meeting on Monday, December 3, 2018, approved your application for a Conditional Use with No New Construction submitted by the property owner, Crossroads Parkway FPI, LLC and the applicant, Harry Zuker, to allow the uses of Artisan, Cabinet Shops/Woodworking, Light Industrial Service, Catering Facility (Large Scale), Contractor/Others Performing Services Off-Site, Microbrewery, Research Service, and Wholesale Trade to be permitted at the Nexus Business Park located at 2765 Peters Road in Fort Pierce, Florida with the following conditions: 1) Please ensure separation of uses; particularly the Police Athletic League from the other uses; and 2) No outdoor storage, other than moving vehicles.

If you have any questions, please contact the planning department.

Very truly yours,

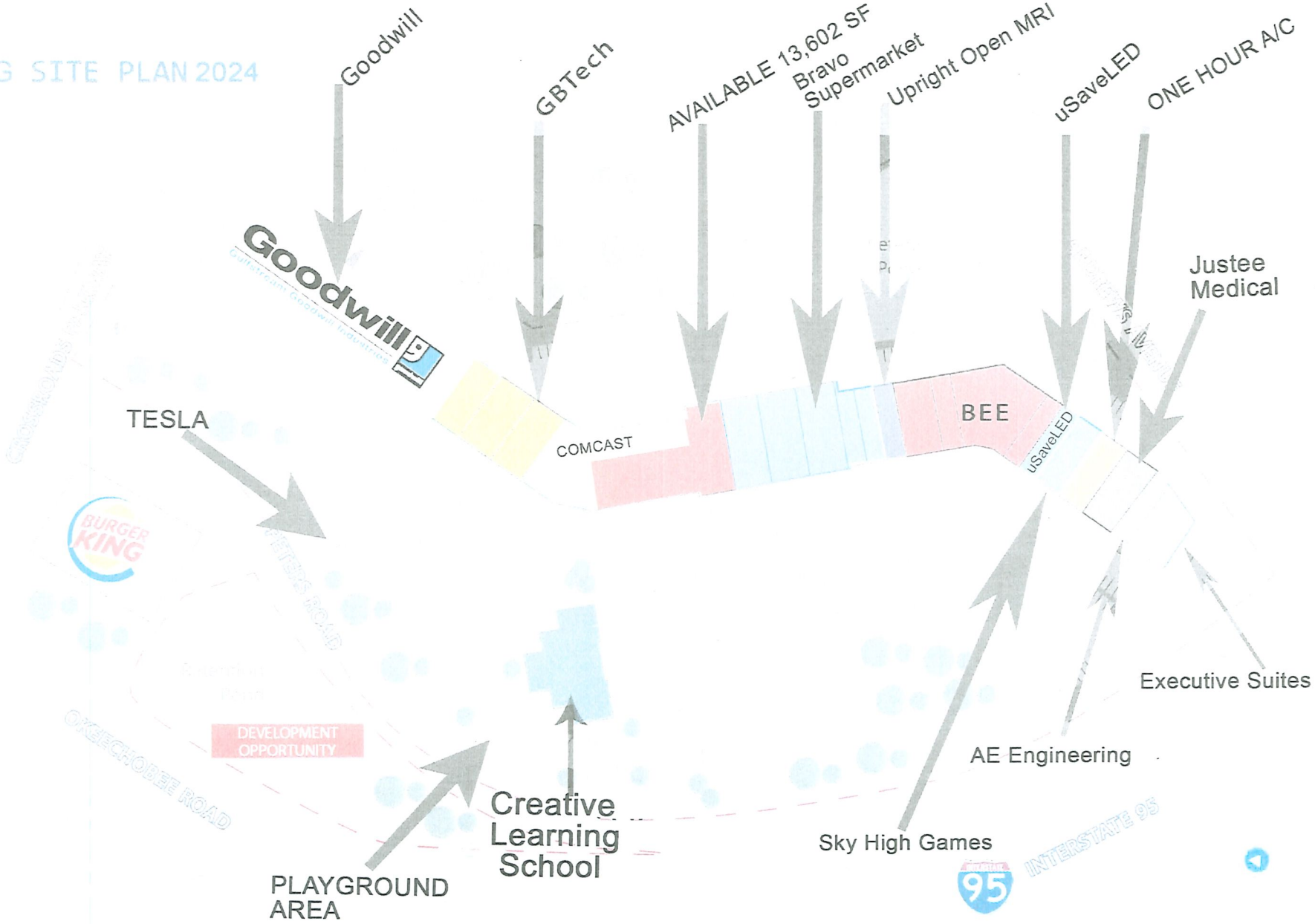
Linda W. Cox
City Clerk

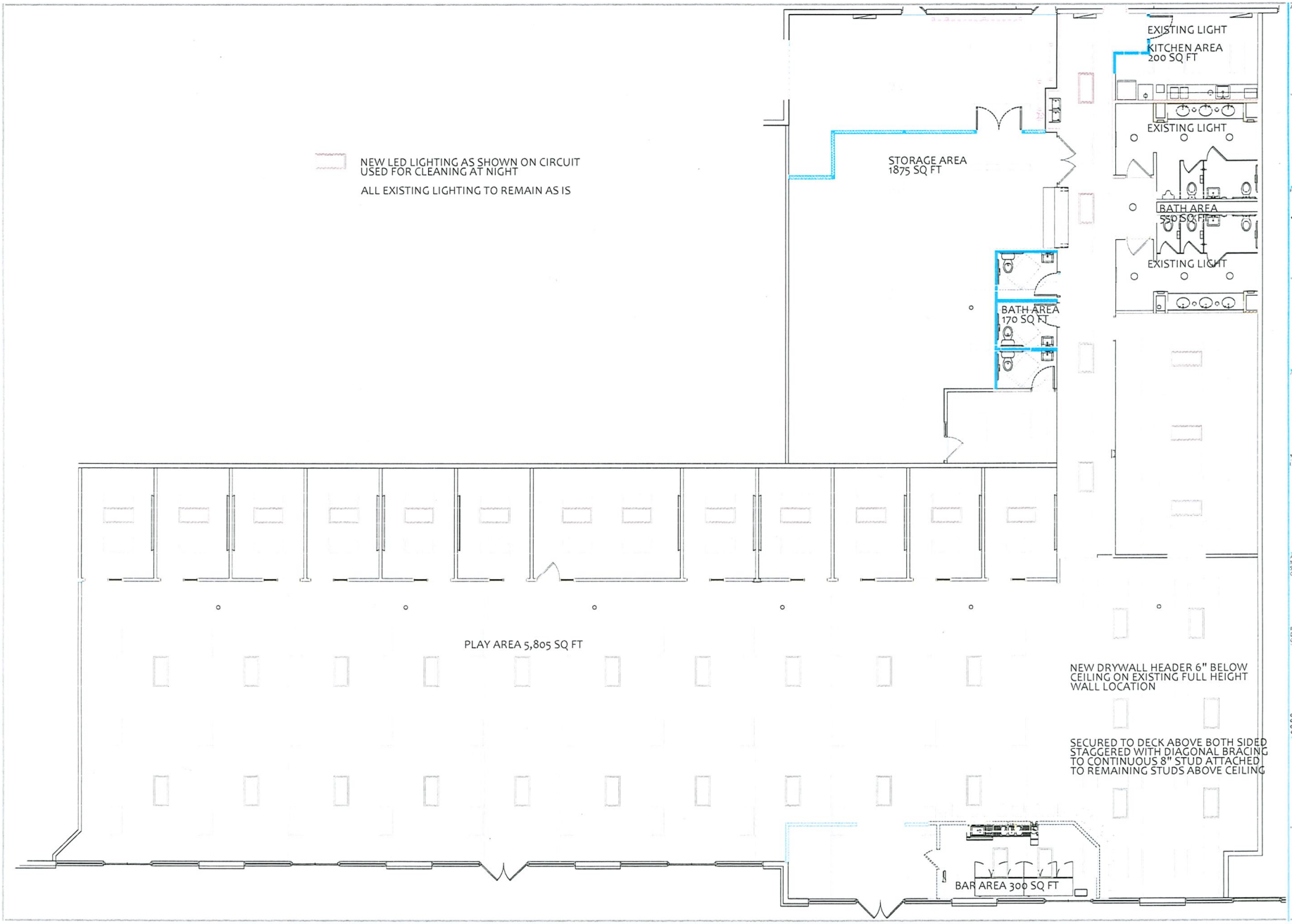
cc: Rebecca Grohall, Planning Director

TENANT	BAY #	STREET ADDRESS
Goodwill Store	1	2807 9
	2	2805
	3	2803
	4	2801
	5	2799
	6	2797
Front Door	7	2795
Goodwill Training Center	8	2793
	9	2791
	10	2789
	12	2787
	13	2785
Front Door	14	2783
	15	2781
	16	2779
GB Tech	17	2777
Front Door	18	2775
	19	2773
	20	2771
Comcast *Front Door*	21	2769
Play Money	22	2767
	23	2765
	24	2763
	25	2761
	26	2759
	27	2757
	28	2755
Bravo Supermarket	29	2753
	30	2751
	31	2749
Front Door	32	2747
	33	2745
	34	2743
	35	2741
	36	2739
Broader MRI	37	2737
Bee Electronics	38	2735
Front Door	39	2733
	40	2725
	41	2723
	42	2721
LaVenture / uSave LED storage	43	2719
Cloud 9 Comics	44	2717
	45	2715
One Hour AC	46	2713
Justec College	47	2711
Front Door	48	2709
AE Engineering	49	2707
Executive Suites / Management	50	2705
	51	2703
Outparcel Building	52	2817
Vacant	53	2819
Vacant	54	2821
Vacant	55	2823
Vacant	56	2825
Vacant	57	2827
Vacant	58	2829
Vacant	59	2831
Vacant	60	2833

LEASING SITE PLAN 2024

FLORIDA NEXUS PARK





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Mark@ArchitekDesignStudio.com
STEVEN VITEK, PRINCIPAL
Steven@ArchitekDesignStudio.com
561.917.1128

PROJECT

PLAY MONEY @ FLORIDA NEXUS PARK
2755 PETERS ROAD
FORT PIERCE
FLORIDA 34945

ARCHITECT'S SEAL

MARK BORG, AR101027
ENGINEER'S SEAL

ARCHITECT	ARCHITEK DESIGN STUDIO
MEP ENGINEER	
STRUCTURAL	KAMM ENGINEERING
G.C.	

PROJECT NO:	2024.31
DRAWN BY:	SV
CHECKED BY:	MB / SV

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CEILING PLAN

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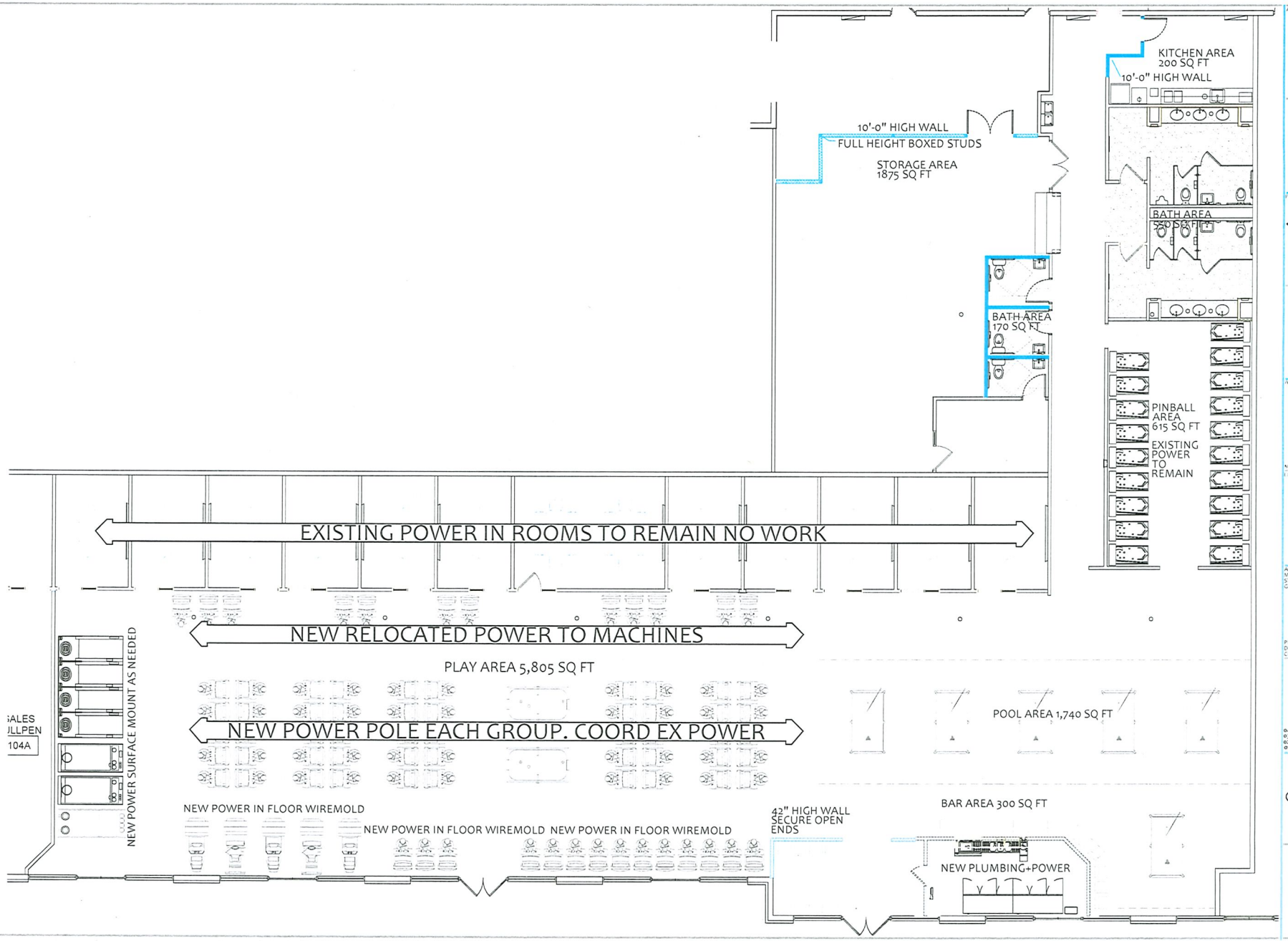

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STEVEN VITEK, PRINCIPAL
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PROJECT

PLAY MONEY
@
FLORIDA NEXUS
PARK

2755 PETERS ROAD
FORT PIERCE
FLORIDA 34945

ARCHITECT SEAL

MARC BORG, AR101027
ENGINEER'S SEAL

ARCHITECT ARCHITEK DESIGN STUDIO
MEP ENGINEER KAMM ENGINEERING
STRUCTURAL
G.C.

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OVERALL CONSTRUCTION PLAN

A101

2. A-2 ASSEMBLY OCCUPANCY: +/- 2,600 S.F.

BREAK AREA	200 SF @100	=	2 PERSON
STORAGE WAREHOUSE	1,950 SF @500	=	4 PEOPLE
PLAY AREA ASSEMBLY	5,805 SF @11	=	528 PEOPLE
PINBALL ROOM ASSEMBLY	600 SF@11	=	55 PEOPLE
POOL TABLE AREA UNCONCENTRATED (TABLES AND CHAIRS)	1,745 SF @15	=	116 PEOPLE
OFFICE BUSINESS	150 @150	=	1 PERSON
BAR SEATING 20'-0"	1 PER 1'-6"	=	14 PEOPLE
CASHIER STATION MAIN COUNTER	= 1 PERSON	=	1 PERSON
BAR SERVICE COUNTER	= 1 PERSON	=	1 PERSON
RESTROOMS/HALL/CIRCULATION	SIMULTANEOUS USE	=	0 PEOPLE

TOTAL = 722 PEOPLE

A-2 ASSEMBLY: FIXTURES SIZED FOR: 722 OCCUPANTS

WOMEN:
50% OF 722 = 361 WOMEN
WATER CLOSETS: 1 PER 65
361 / 65 = 5.55 OR 6 REQUIRED
6 PROVIDED
3 EXISTING 3 NEW

LAVATORIES: 1 PER 200
361 / 200 = 1.8 OR 2 REQUIRED
7 PROVIDED
4 EXISTING 3 NEW

MEN:
50% OF 722 = 361 MEN
WATER CLOSETS: 1 PER 125
361 / 125 = 2.88 OR 3 REQUIRED
3 PROVIDED
3 EXISTING IN MAIN BATH

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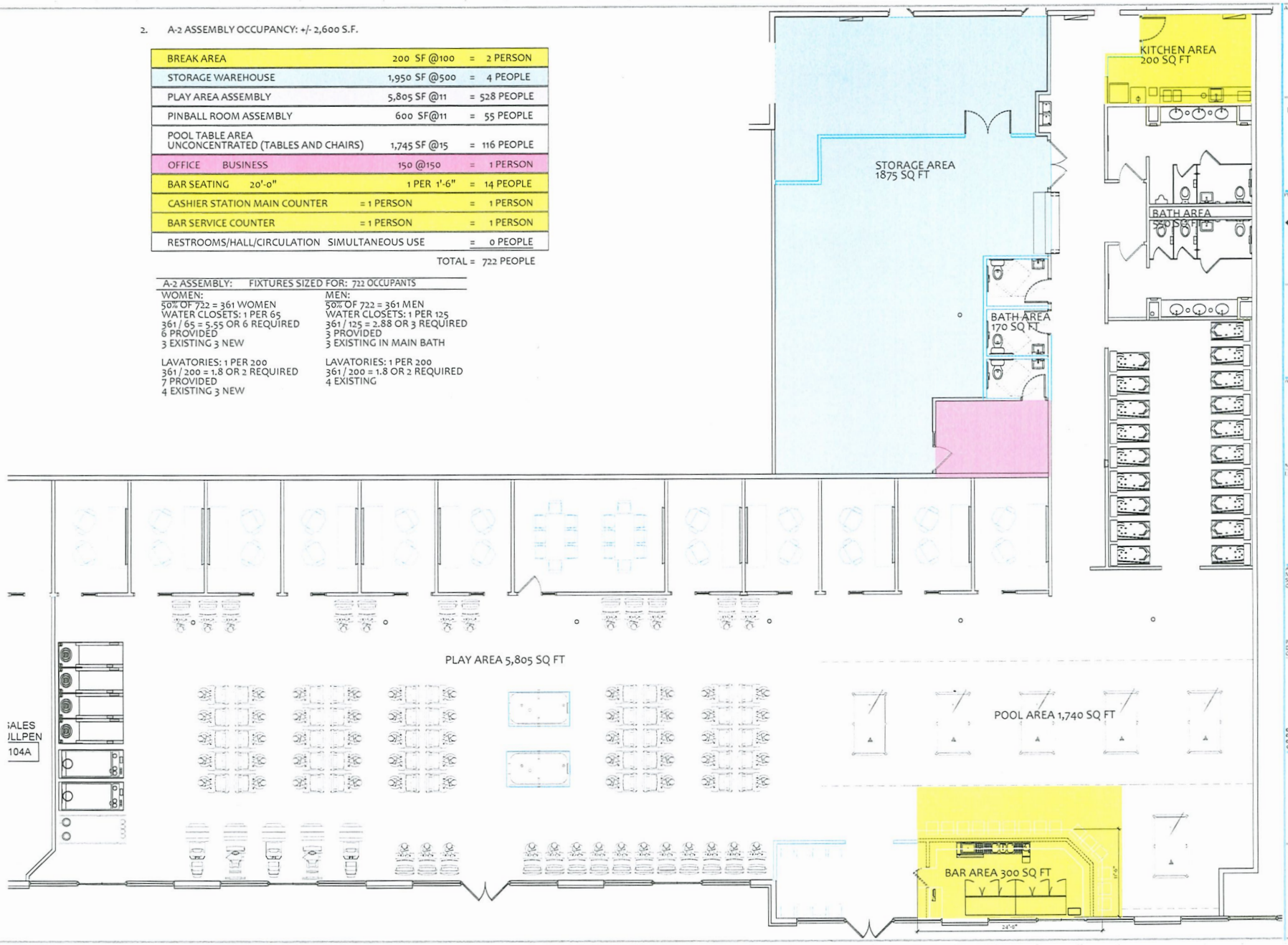

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PLAY MONEY @ FLORIDA NEXUS PARK
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OVERALL PLAN

A100

NEW LED LIGHTING AS SHOWN ON CIRCUIT USED FOR CLEANING AT NIGHT

ALL EXISTING LIGHTING TO REMAIN AS IS

EXISTING LIGHT

KITCHEN AREA
200 SQ FT

EXISTING LIGHT

STORAGE AREA
1875 SQ FT

BATH AREA
550 SQ FT

EXISTING LIGHT

BATH AREA
170 SQ FT

PLAY AREA 5,805 SQ FT

NEW DRYWALL HEADER 6" BELOW CEILING ON EXISTING FULL HEIGHT WALL LOCATION

SECURED TO DECK ABOVE BOTH SIDED STAGGERED WITH DIAGONAL BRACING TO CONTINUOUS 8" STUD ATTACHED TO REMAINING STUDS ABOVE CEILING

BAR AREA 300 SQ FT

ARCHITECT

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CEILING PLAN

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KITCHEN AREA
200 SQ FT

BATH AREA
550 SQ FT

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PROJECT

ABRUDA FAMILY PINBALL
Play Money

PLAY MONEY @ FLORIDA NEXUS PARK

2755 PETERS ROAD
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ARCHITECT'S SEAL

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DEMOLITION PLAN

D100

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KITCHEN AREA
200 SQ FT
10'-0" HIGH WALL

10'-0" HIGH WALL
FULL HEIGHT BOXED STUDS

STORAGE AREA
1875 SQ FT

BATH AREA
550 SQ FT

BATH AREA
170 SQ FT

PINBALL
AREA
615 SQ FT

EXISTING
POWER
TO
REMAIN

EXISTING POWER IN ROOMS TO REMAIN NO WORK

NEW RELOCATED POWER TO MACHINES

PLAY AREA 5,805 SQ FT

NEW POWER SURFACE MOUNT AS NEEDED

SALES
ULLPEN
104A

NEW POWER POLE EACH GROUP. COORD EX POWER

POOL AREA 1,740 SQ FT

NEW POWER IN FLOOR WIREMOLD

NEW POWER IN FLOOR WIREMOLD

NEW POWER IN FLOOR WIREMOLD

42" HIGH WALL
SECURE OPEN
ENDS

BAR AREA 300 SQ FT

NEW PLUMBING+POWER

ARCHITECT

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PROJECT

ABRUDA FAMILY PINBALL
Play Money

PLAY MONEY @ FLORIDA NEXUS PARK

2755 PETERS ROAD
FORT PIERCE
FLORIDA 34945

ARCHITECT'S SEAL

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ARCHITECT	ARCHITEK DESIGN STUDIO
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STRUCTURAL	-
G.C.	-

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CHECKED BY:	MB / SV

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OVERALL CONSTRUCTION PLAN

A101

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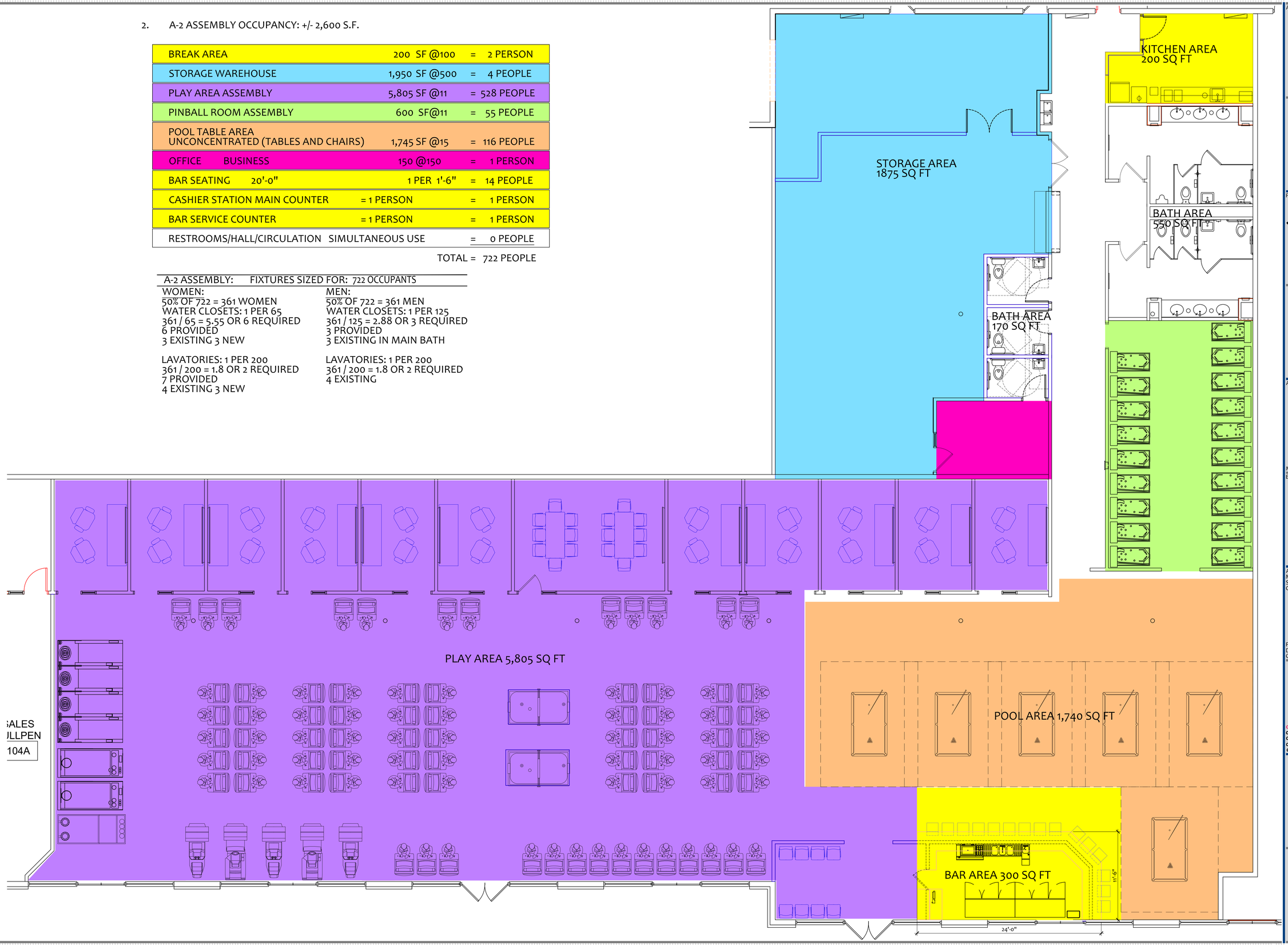
361 / 200 = 1.8 OR 2 REQUIRED
4 EXISTING



ARCHITECT

ARCHITEK DESIGN STUDIO

172 CATANIA WAY
ROYAL PALM BEACH, FL 33411
561.917.1128

ARCHITEK DESIGN STUDIO, LLC
www.ArchitekDesignStudio.com
MARK BORG, ARCHITECT
Mark@ArchitekDesignStudio.com
STEVEN VITEK, PRINCIPAL
Steven@ArchitekDesignStudio.com
561.917.1128

PROJECT

ABRUDA FAMILY PINBALL Play Money

PLAY MONEY @ FLORIDA NEXUS PARK

2755 PETERS ROAD
FORT PIERCE
FLORIDA 34945

ARCHITECT'S SEAL

MARK BORG AR101027

ENGINEER'S SEAL

ARCHITECT	ARCHITEK DESIGN STUDIO
MEP ENGINEER	KAMM ENGINEERING
STRUCTURAL	-
G.C.	-

PROJECT NO:	2024.31
DRAWN BY:	SV
CHECKED BY:	MB / SV

05 - -
04 - -
03
02
01 03.29.2024 PRELIMINARY REVIEW

OVERALL PLAN

A100

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SANS
4/5/2024 6:39:34 PM

2. A-2 ASSEMBLY OCCUPANCY: +/- 2,600 S.F.

BREAK AREA	200 SF @100	=	2 PERSON
STORAGE WAREHOUSE	1,950 SF @500	=	4 PEOPLE
PLAY AREA ASSEMBLY	5,805 SF @11	=	528 PEOPLE
PINBALL ROOM ASSEMBLY	600 SF@11	=	55 PEOPLE
POOL TABLE AREA UNCONCENTRATED (TABLES AND CHAIRS)	1,745 SF @15	=	116 PEOPLE
OFFICE BUSINESS	150 @150	=	1 PERSON
BAR SEATING 20'-0"	1 PER 1'-6"	=	14 PEOPLE
CASHIER STATION MAIN COUNTER	= 1 PERSON	=	1 PERSON
BAR SERVICE COUNTER	= 1 PERSON	=	1 PERSON
RESTROOMS/HALL/CIRCULATION	SIMULTANEOUS USE	=	0 PEOPLE
		TOTAL =	722 PEOPLE

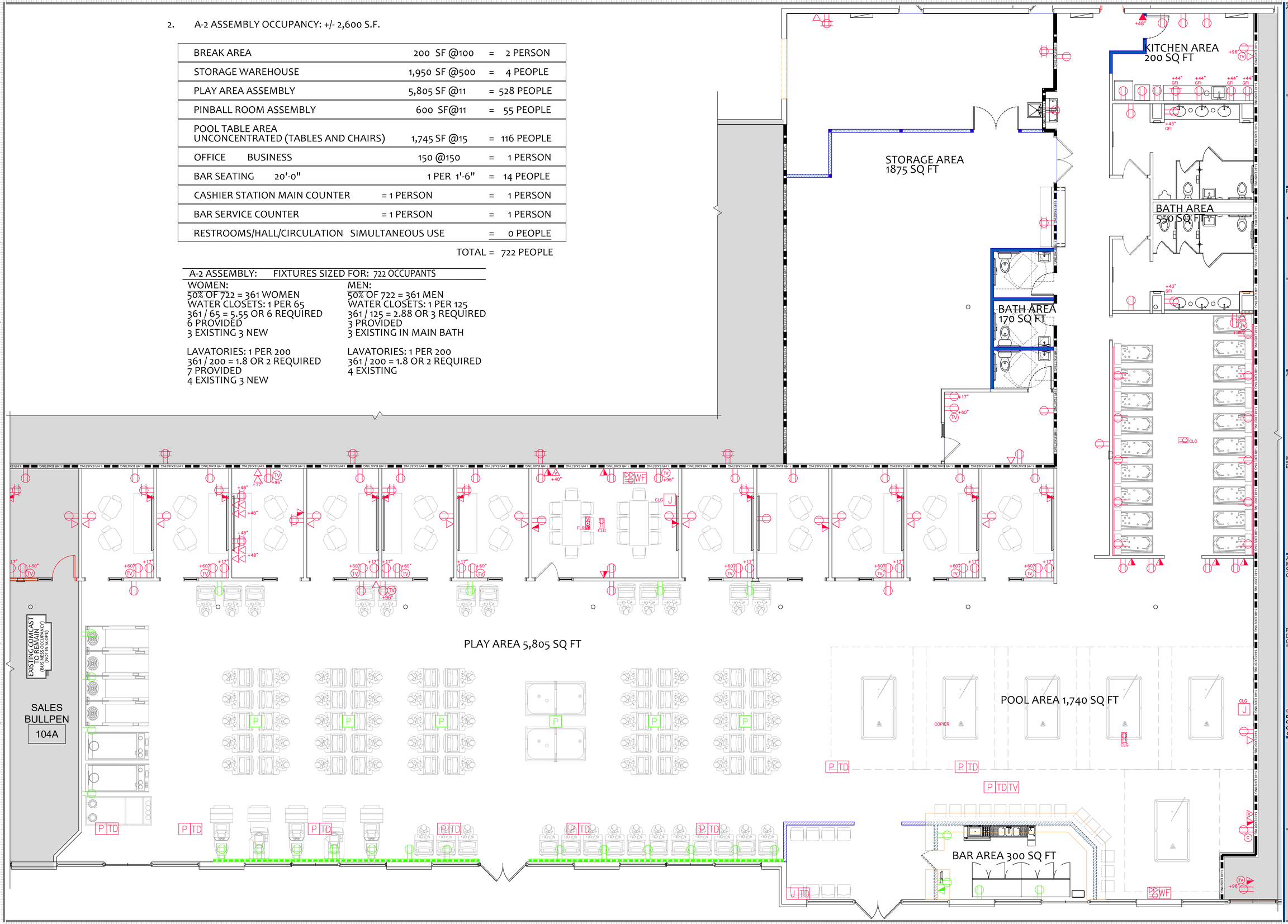
A-2 ASSEMBLY: FIXTURES SIZED FOR: 722 OCCUPANTS

WOMEN:
50% OF 722 = 361 WOMEN
WATER CLOSETS: 1 PER 65
361 / 65 = 5.55 OR 6 REQUIRED
6 PROVIDED
3 EXISTING 3 NEW

LAVATORIES: 1 PER 200
361 / 200 = 1.8 OR 2 REQUIRED
7 PROVIDED
4 EXISTING 3 NEW

MEN:
50% OF 722 = 361 MEN
WATER CLOSETS: 1 PER 125
361 / 125 = 2.88 OR 3 REQUIRED
3 PROVIDED
3 EXISTING IN MAIN BATH

LAVATORIES: 1 PER 200
361 / 200 = 1.8 OR 2 REQUIRED
4 EXISTING



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PROJECT

PLAY MONEY
@
FLORIDA NEXUS PARK

2755 PETERS ROAD
FORT PIERCE
FLORIDA 34945

ARCHITECT'S SEAL

MARK BORG AR101027

ENGINEER'S SEAL

ARCHITECT	ARCHITEK DESIGN STUDIO
MEP ENGINEER	KAMM ENGINEERING
STRUCTURAL	-
G.C.	-

PROJECT NO:	2024.31
DRAWN BY:	SV
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05 - -
04 - -
03
02
01 03.29.2024 PRELIMINARY REVIEW

OVERALL PLAN

A100

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steve
4/5/2024 7:45:16 PM

From: Jennifer Spearman
To: Alicia Rosenthal; barruda23@gmail.com; Planning Department
Subject: Conditional Use
Date: Thursday, April 25, 2024 8:59:54 AM
Attachments: Conditional Use Approval.pdf
04232024_THE SIINKISF, CITV fort PLANNING DEPARTMENT.pdf
24.031_PlayMoney_ProposedPlan.pdf
24.031_PlayMoney_ProposedConstructionPlan.pdf
24.031_PlayMoney_DEMOLITION.pdf
24.031_PlayMoney_CEILING.pdf
24.044_PlayMoney_CD-POWER.pdf
Florida Nexus - survey.PDF
Florida Nexus - site plan.PDF

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Digital forms from yesterday are attached.

Established and popular business in Downtown Stuart, FL expanding to form a second location in Fort Pierce, FL.
www.playmoneyfl.com

Project Narrative:
Play Money LLC; a Family Fun Center with retro pinball and games including skee ball and more. Extremely comparable to Dave & Buster's and Chuck E. Cheese. Wristband format for unlimited play for people of all ages to enjoy an affordable family friendly amusement attraction with snacks and beverages.
All games are set on free play, no coins, no cards, only fun!
Customer base: Families, Schools, fundraisers, private parties.

Current Hours:
Sun, Mon, Tues, Wed, Thurs 12pm - 11pm
Fri & Sat 12pm - 1am

*There is absolutely NO gambling. This is a family friendly establishment. We look forward to having a large location off Peters Road located strategically between Fort Pierce's turnpike and 95 exit to be a main attraction to The City of Fort Pierce.
Future plans include a third location in the heart of the downtown Fort Pierce district once the second location is established and code will allow.

Jen Spearman
Representative of Play Money LLC & Nexus Plaza
772-400-1980

Specific Purpose Survey & Site Plan Performed for ComNet Realty

ABBREVIATIONS AND SYMBOLS

LB.	LICENSED BUSINESS
NO.	NUMBER
R/W	RIGHT OF WAY
CM	4X4 CONCRETE MONUMENT
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
FD.	FOUND
O.R.B.	OFFICIAL RECORD BOOK
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
BM	BENCHMARK
F.F.	FINISH FLOOR
ELEV.	ELEVATION
R	RADIUS
Δ	DELTA
L	LENGTH
I.D.	IDENTIFICATION
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
CH.	CHORD
CHB.	CHORD BEARING
(C)	CALCULATED
(M)	MEASURED
(P)	PLAT
(D)	DEED
IR	1/2" IRON ROD
IRC	1/2" IRON ROD AND CAP
IP	3/4" IRON PIPE
EP	EDGE OF PAVEMENT
P.R.D.	PLANNED RESIDENTIAL DEVELOPMENT
N.D.	NAIL & DISK
A/C	AIR CONDITIONING PAD
P/E	SWIMMING POOL EQUIPMENT PAD
P.L.S.	PROFESSIONAL LICENSED SURVEYOR
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
R.L.S.	REGISTERED LAND SURVEYOR

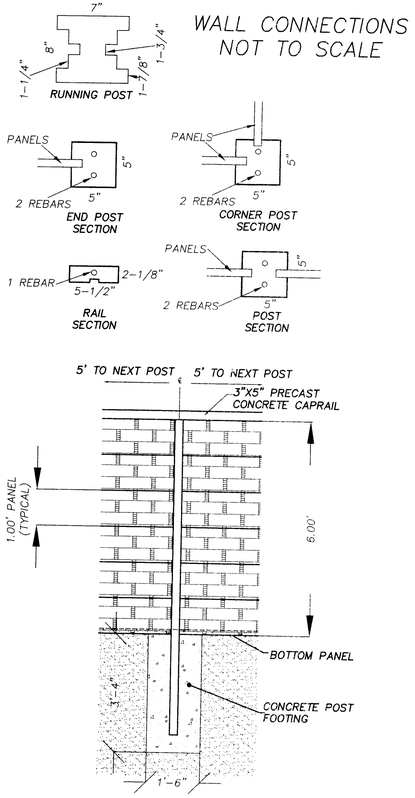
OAK, PINE, PALM, SHRUB, MAPLE, CITRUS, ELM, MISC. TREE, BLOW-OFF, PULL BOX, GAS VALVE, SEPTIC TANK

SANITARY MANHOLE, DRAINAGE MANHOLE, WELL, HYDRANT, WATER VALVE, WATER METER, CLEANOUT, CATCH BASIN, CURB INLET, REUSE WATER VALVE, IRRIGATION VALVE, YARD DRAIN, PROPOSED DRAINAGE, FIRE DEPARTMENT CONNECTION, STOP LIGHT, REUSE WATER METER, TILE SURFACE, PARKING SPACES

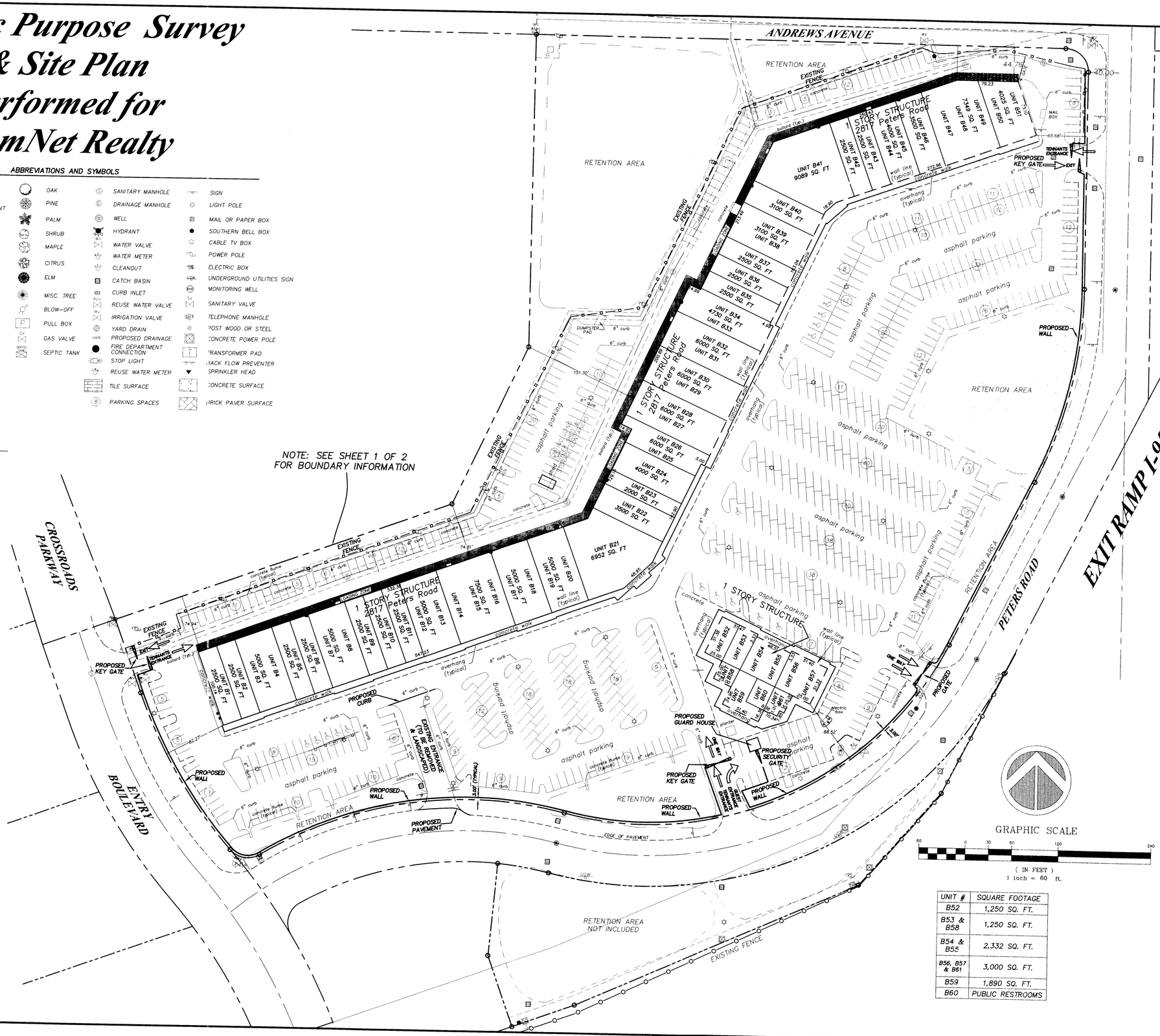
SIGN, LIGHT POLE, MAIL OR PAPER BOX, SOUTHERN BELL BOX, CABLE TV BOX, POWER POLE, ELECTRIC BOX, UNDERGROUND UTILITIES SIGN, MONITORING WELL, SANITARY VALVE, TELEPHONE MANHOLE, POST WOOD OR STEEL, CONCRETE POWER POLE, TRANSFORMER PAD, BACK FLOW PREVENTER, SPRINKLER HEAD, CONCRETE SURFACE, BRICK PAVER SURFACE

WALL WAY USA
MANUFACTURERS OF PRECAST CONCRETE WALLS/FENCES

WALL CONNECTIONS
NOT TO SCALE



NOTE: SEE SHEET 1 OF 2 FOR BOUNDARY INFORMATION



UNIT #	SQUARE FOOTAGE
B52	1,250 SQ. FT.
B53 & B58	1,250 SQ. FT.
B54 & B55	2,332 SQ. FT.
B56, B57 & B61	3,000 SQ. FT.
B59	1,890 SQ. FT.
B60	PUBLIC RESTROOMS

TIFF REFERENCE
5216ALTA3

DRAWING NAME 3216SP.DWG | SHEET 2 OF 2 | SCALE AS NOTED | DATE 12/30/08 | FILE NAME 3216.DP | FB PAGE N/A | DATA ACQUISITION 3216ALTA.ASC | BY | CHECKED DMT | DRAWN BY CJG | SURVEY TYPE SPECIFIC PURPOSE

SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DAVID M. TAYLOR P.S.M. 5243

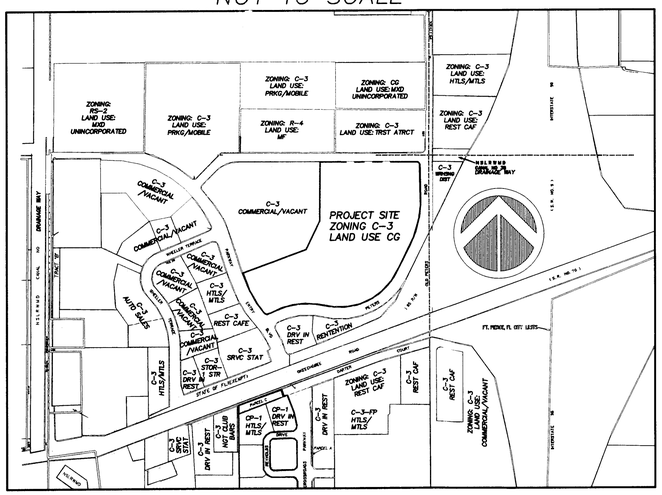
Masteller, Moler, Reed & Taylor, Inc.
Professional Surveyors and Mappers
Land Surveying Business lb 4644
1655 27th Street, Suite 2, Vero Beach, Florida 32960
Phone: (772) 564-6050 Fax: (772) 794-1647

MAP OF SURVEY FOR
ComNet Realty

NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			

Specific Purpose Survey & Site Plan Performed for ComNet Realty

SITE MAP
NOT TO SCALE



LEGAL DESCRIPTION

PARCEL 1

COMMENCE AT THE INTERIOR 1/4 SECTION CORNER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE RUN N89°41'32"W, ALONG THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 24, A DISTANCE OF 768.20 FEET; THENCE RUN S00°18'28"W, A DISTANCE OF 45.00 FEET, TO THE POINT OF BEGINNING; THENCE RUN S89°41'32"E, A DISTANCE OF 683.72 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN, SOUTHEASTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 89°36'19", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 46.92 FEET AND A LONG CHORD OF S44°53'22"E, A DISTANCE OF 42.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN S00°05'13"E, A DISTANCE OF 281.67 FEET, PARALLEL WITH THE NORTH-SOUTH 1/4 SECTION LINE OF SAID SECTION 24 TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 26°42'20", A RADIUS OF 560.00 FEET, AN ARC LENGTH OF 261.02 FEET AND A LONG CHORD OF S13°15'57"W, A DISTANCE OF 258.66 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN S26°37'08"W, A DISTANCE OF 237.49 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN, SOUTHWESTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 77°16'13", A RADIUS OF 435.00 FEET, AN ARC LENGTH OF 586.63 FEET AND A LONG CHORD OF S65°15'09"W, A DISTANCE OF 543.18 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 45°27'09", A RADIUS OF 515.01 FEET, AN ARC LENGTH OF 408.55 FEET AND A LONG CHORD OF S81°09'36"W, A DISTANCE OF 397.92 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, THENCE RUN NORTHWESTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 80°06'22", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 41.94 FEET AND A LONG CHORD OF N81°30'48"W, A DISTANCE OF 38.61 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, THENCE RUN, NORTHWESTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF 21°31'01", A RADIUS OF 625.00 FEET, AN ARC LENGTH OF 234.71 FEET AND A LONG CHORD OF N30°42'06"W, A DISTANCE OF 233.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN N19°56'35"W, A DISTANCE OF 100.87 FEET; THENCE RUN N70°04'02"E, A DISTANCE OF 459.41 FEET; THENCE RUN N25°04'02"E, A DISTANCE OF 226.43 FEET; THENCE RUN N00°18'28"E, A DISTANCE OF 405.04 FEET, TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA;
CONTAINING 18.61 ACRES, MORE OR LESS.

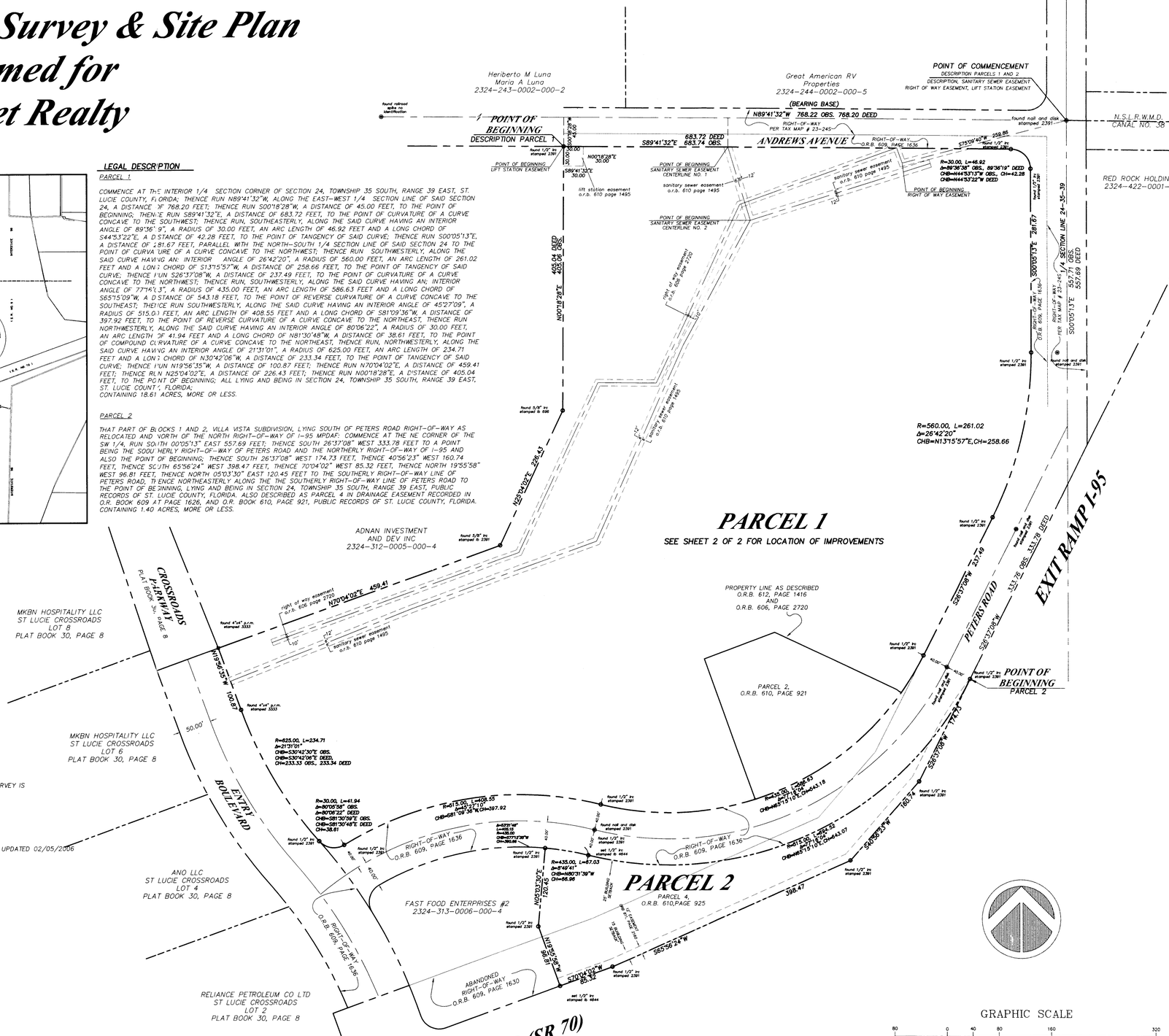
PARCEL 2

THAT PART OF BLOCKS 1 AND 2, VILLA VISTA SUBDIVISION, LYING SOUTH OF PETERS ROAD RIGHT-OF-WAY AS RELOCATED AND NORTH OF THE NORTH RIGHT-OF-WAY OF I-95 MFDAF: COMMENCE AT THE NE CORNER OF THE SW 1/4, RUN SOUTH 00°05'13" EAST 557.69 FEET; THENCE SOUTH 26°37'08" WEST 333.78 FEET TO A POINT BEING THE SOUTHERLY RIGHT-OF-WAY OF PETERS ROAD AND THE NORTHERLY RIGHT-OF-WAY OF I-95 AND ALSO THE POINT OF BEGINNING; THENCE SOUTH 26°37'08" WEST 174.73 FEET, THENCE 40°56'23" WEST 160.74 FEET, THENCE SOUTH 65°56'24" WEST 398.47 FEET, THENCE 70°04'02" WEST 85.32 FEET, THENCE NORTH 19°55'58" WEST 96.81 FEET, THENCE NORTH 05°03'30" EAST 120.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PETERS ROAD, THENCE NORTHEASTERLY ALONG THE THE SOUTHERLY RIGHT-OF-WAY LINE OF PETERS ROAD TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. ALSO DESCRIBED AS PARCEL 4 IN DRAINAGE EASEMENT RECORDED IN O.R. BOOK 609 AT PAGE 1626, AND O.R. BOOK 610, PAGE 921, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
CONTAINING 1.40 ACRES, MORE OR LESS.

REPORT OF SURVEY:

- TYPE OF SURVEY: SPECIFIC PURPOSE
- SURVEYOR IN RESPONSIBLE CHARGE: DAVID M. TAYLOR P.S.M. 5243

  MASTELLER, MOLER, REED & TAYLOR, INC. CERTIFICATE OF AUTHORIZATION L.B. 4644
  1655 27th STREET
  VERO BEACH, FLORIDA 32960 – PHONE (772) 564-8050
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THE SURVEY MAP AND/OR REPORT OF SURVEY BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- HORIZONTAL CONTROL ACCURACY: THE EXPECTED USE OF THE SURVEY MAP AND REPORT FOR THE LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6.003(E) FAC) ISCOMMERCIAL/HIGH RISK THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
- HORIZONTAL FEATURE ACCURACY: TOPOGRAPHIC LAND FEATURES (SIGNS, INLETS, VALVES, MAILBOXES, POWERPOLES, DRIVEWAYS, CULVERTS AND SIMILAR FEATURES) HAVE A HORIZONTAL FEATURE ACCURACY OF PLUS OR MINUS 0.25 FEET.
- FIELD WORK WAS OBTAINED DURING THE FOLLOWING TIME FRAME OR DATE: 07-09-03 THRU 07-28-03. UPDATED 02/05/2006
- THE BEARING BASE FOR THIS SURVEY IS AS FOLLOWS:
  A) ASSUMED
  B) QUARTER SECTION LINE BETWEEN A NAIL AND DISK STAMPED 2391 AND A R.R. SPIKE
  C) THE BEARING BEING N89°41'32"W
- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO TITLE OPINION IS EXPRESSED OR IMPLIED.
- THIS SURVEY DOES NOT CERTIFY TO THE EXISTENCE OR LOCATION OF ANY FOUNDATIONS, UTILITIES, UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS EXCEPT AS SHOWN.
- THE PARCEL OF LAND SHOWN HEREON IS LOCATED IN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP 12111C0170 F, DATED AUGUST 19TH, 1991.
- UNLESS A COMPARISON IS SHOWN, PLAT VALUES & MEASURED VALUES ARE THE SAME.
- ALL MEASUREMENTS ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE IN ACCORDANCE WITH THE STANDARDS OF THE UNITED STATES.
- ALL SET REBAR AND CAPS STAMPED LB 4644 ARE 1/2" IN DIAMETER AS REQUIRED BY THE MINIMUM TECHNICAL STANDARDS.


Heriberto M. Luna
Maria A. Luna
2324-243-0002-000-2
Great American RV Properties
2324-244-0002-000-5
POINT OF COMMENCEMENT
DESCRIPTION PARCELS 1 AND 2
DESCRIPTION, SANITARY SEWER EASEMENT
RIGHT OF WAY EASEMENT, LIFT STATION EASEMENT
(BEARING BASE)
N89°41'32"W 768.22 OBS. 768.20 DEED
POINT OF BEGINNING
DESCRIPTION PARCEL
ANDREWS AVENUE
RIGHT-OF-WAY PER TAX MAP # 23-245
RIGHT-OF-WAY O.R.B. 609, PAGE 1636
S89°41'32"E 683.72 DEED 683.74 OBS.
N00°18'28"E 30.00
S89°41'32"E 30.00
POINT OF BEGINNING LIFT STATION EASEMENT
POINT OF BEGINNING SANITARY SEWER EASEMENT CENTERLINE NO. 1
POINT OF BEGINNING SANITARY SEWER EASEMENT CENTERLINE NO. 2
POINT OF BEGINNING RIGHT OF WAY EASEMENT
lift station easement o.r.b. 610 page 1495
sanitary sewer easement o.r.b. 610 page 1495
R=30.00, L=46.92
Δ=89°36'19" OBS., 89°36'19" DEED
CHB=N44°53'13"W OBS., CH=42.28
CHB=N44°53'22"W DEED
S75°09'40"E 258.86
RED ROCK HOLDINGS LLC
2324-422-0001-000-4
N.S.L.R.W.M.D. CANAL NO. 38
S00°05'13"E 281.67
405.04 DEED 405.06 OBS.
N00°18'28"E
S00°05'13"E 557.71 OBS. 557.69 DEED
SECTION LINE 24-35-39
RIGHT-OF-WAY PER TAX MAP # 23-245
RIGHT-OF-WAY O.R.B. 609, PAGE 1636
found 5/8" iro stamped 0.586
found 5/8" iro stamped 0. 2391
found 1/2" iro stamped 2391
found nail and disk stamped 2391
found 1/2" iro stamped 2391
found nail and disk stamped 2391
found 1/2" iro stamped 2391
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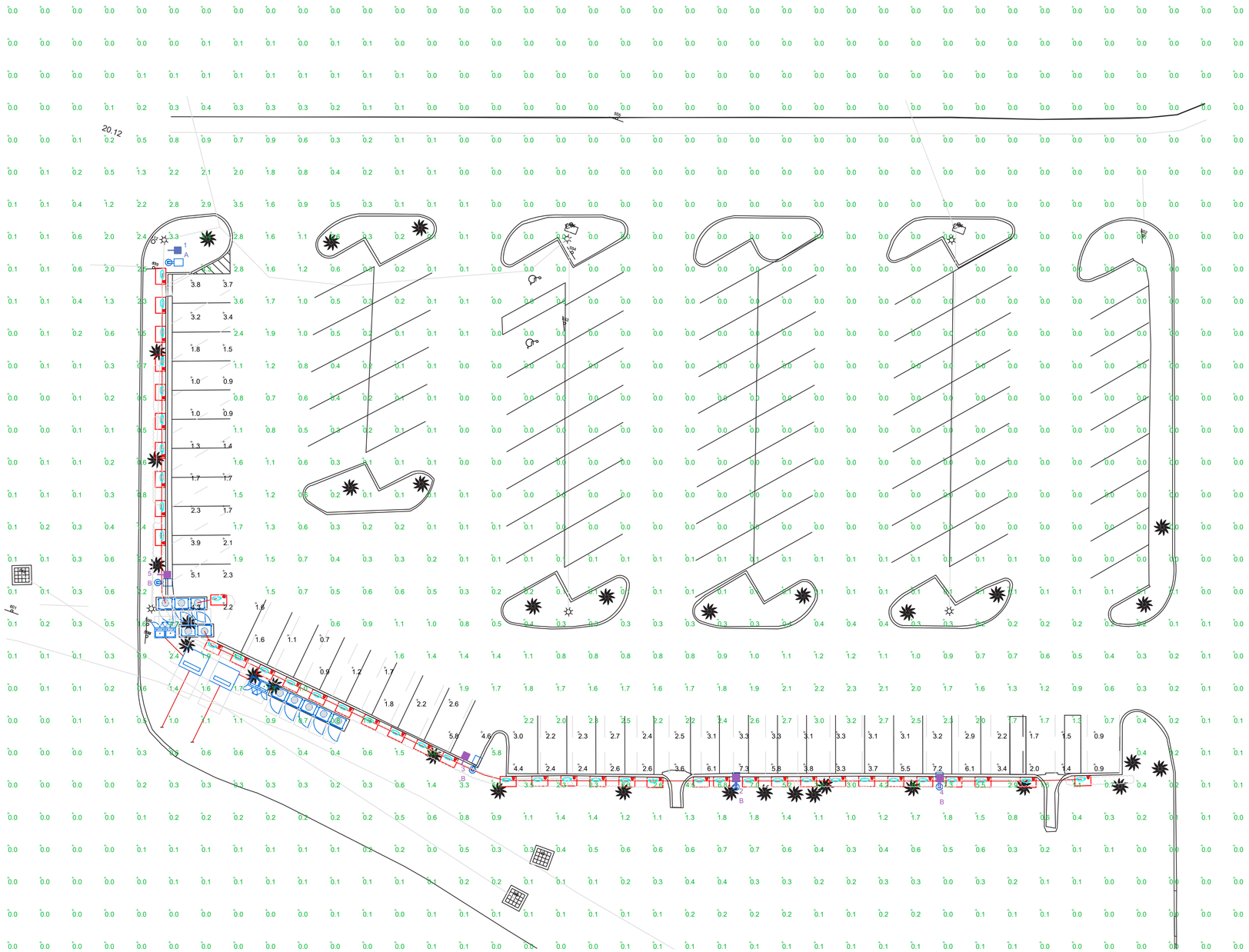
found 1/2" iro



NOTE:
- ALL AREA LIGHTS ARE ON NEW 10 FT. POLES MOUNTED AT GRADE.

LUMINAIRE LOCATION SUMMARY		
LUM NO.	LABEL	MTG. HT.
1	A	20
2	B	20
3	B	20
4	B	20
5	B	20

FOOTCANDLE LEVELS CALCULATED AT GRADE USING INITIAL LUMEN VALUES					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
PAVED AREA	2.80	7.3	0.7	4.00	10.43
UNDEFINED	0.39	7.3	0.0	N.A.	N.A.

LUMINAIRE SCHEDULE										
SYMBOL	QTY	LABEL	ARRANGEMENT	LUMENS	LLF	BUG RATING	WATTS/LUMINAIRE	TOTAL WATTS	MANUFACTURER	CATALOG LOGIC
	1	A	Single	11875	1.030	B2-U0-G2	95	95	CREE, INC.	XSPMD-D-HT-4ME-12L-57K7-UL-XX-N (w/ TL7-B2)
	4	B	Single	11875	1.030	B2-U0-G2	95	380	Cree Inc	XSPMD-D-HT-3ME-12L-57K7-UL-XX-N (w/ TL7-B2)

RED LEONARD ASSOCIATES
1340 Kemper Meadow Dr, Forest Park, OH 45240
513-574-9500 | redleonard.com

REV.	BY	DATE	DESCRIPTION
.	.	.	.
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SCALE: 1" = 10'
LAYOUT BY: JSC
DWG SIZE: D
DATE: 06/16/2023

PROJECT NAME:
TESLA
FT. PIERCE, FLORIDA
DRAWING NUMBER:
RL-8935-S1

TESLA

AREA		QTY	LABEL	DESCRIPTION
	(blue)	1	A	XSPMD-D-HT-4ME-12L-57K7-UL-XX-N (W/ TL7-B2)
	(purple)	4	B	XSPMD-D-HT-3ME-12L-57K7-UL-XX-N (W/ TL7-B2)

ADDITIONAL FIXTURE INFO

XSP Series

XSPMD LED Street/Area Luminaire – Medium

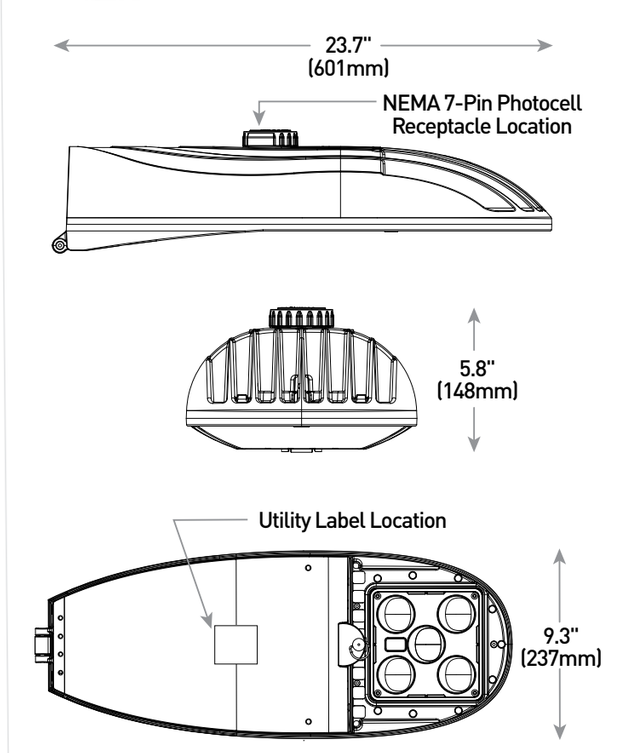
Rev. Date: V9 02/20/2023

Product Description

Designed from the ground up as a totally optimized LED street and area lighting system, the XSP Series delivers incredible efficiency without sacrificing application performance. Beyond substantial energy savings and reduced maintenance, Cree Lighting achieves greater optical control with our NanoOptic® Precision Delivery Grid™ optic when compared to traditional cobra head luminaires. The XSP Series is the better alternative for traditional street and area lighting with quick payback and improved performance.

Applications: Collector roads, major roads, parking lots, and general area spaces





Performance Summary

NanoOptic® Precision Delivery Grid™ optic
Assembled in the USA by Cree Lighting from US and imported parts
Initial Delivered Lumens: Up to 11,875
Efficacy: Up to 125 LPW
CRI: Minimum 70 CRI
CCT: 3000K, 4000K, 5000K, 5700K
Limited Warranty[†]**:** 10 years on luminaire; 10 years on Colorfast DeltaGuard® finish; up to 5 years for Synapse® accessories; 1 year on luminaire accessories

[†] See http://creelighting.com/warranty for warranty terms. For Synapse accessories, consult Synapse spec sheets for details on warranty terms.

Accessories

Field-Installed		
Backlight Control Shield XA-SP1BLS - Provides 1 mounting height cutoff - Polycarbonate construction - Refer to initial delivered lumen tables for lumen output	**Bird Spikes** XSP-BRDGRDM	**Shorting Cap** XA-XSLSHRT

Weight
14.2 lbs. (6.4kg)

Ordering Information

Example: XSPMD-D-HT-2LG-12L-30K7-UL-SV-N

XSPMD	D	HT		12L				N	
Product	**Version**	**Mounting***	**Optic**	**Lumen Package*****	**CCT/CRI**	**Voltage**	**Color Options**	**Utility Label/Receptacle**	**Options**
XSPMD	**D**	**HT** Horizontal Tenon	**Asymmetric** **2LG**** Type II Long **2ME**** Type II Medium **3ME**** Type III Medium **4ME**** Type IV Medium **Symmetric** **5SH** Type V Short	**12L** 12,000 Lumens	**30K7** 3000K, 70 CRI **40K7** 4000K, 70 CRI **50K7** 5000K, 70 CRI **57K7** 5700K, 70 CRI	**UL** Universal 120-277V **UH** Universal 347-480V	**BK** Black **BZ** Bronze **SV** Silver **WH** White	**N** **Utility Label and NEMA® 7-Pin Photocell Receptacle** - External wattage label per ANSI C136.15-2020 - 7-pin receptacle per ANSI C136.41 - Receptacle leads are factory connected to the driver - Requires photocell or shorting cap (by others)	**20KV 20kV/10kA Surge Suppression** - Replaces standard 10kV/5kA surge protection **DLI DALI Compatible** - Available with UL voltage only - Not available with Q or X options **G Small Four Bolt Mounting** - Mounts to 1.25" (32mm) IP, 1.66" (42mm) O.D. horizontal tenon **J Large Four Bolt Mounting** - Mounts to 2" (51mm) IP, 2.375" (60mm) O.D. horizontal tenon **Q9/Q8/Q7/Q6/Q5/Q4/Q3/Q2/Q1 Field Adjustable Output** - Must select Q9, Q8, Q7, Q6, Q5, Q4, Q3, Q2, or Q1 - Offers full range lumen adjustability - Includes wattage label for setting selected - Refer to page 8 for power and lumen values - Luminaire may also be dimmed through 7-Pin receptacle with use of dimming control by others **X8/X7/X6/X5/X4/X3/X2/X1 Locked Lumen Output** - Must select X8, X7, X6, X5, X4, X3, X2, or X1 - Lumen output is permanently locked to the setting selected - Includes wattage label for setting selected - Refer to page 8 for power and lumen values - Dimming is only available through 7-Pin receptacle with use of dimming control by others

* Reference EPA and pole configuration suitability data on page 7
** Available with Backlight Shield when ordered with field-installed accessory (see table above)
*** Lumen Package codes identify approximate light output only. Actual lumen output levels may vary depending on CCT and optic selection. Refer to Initial Delivered Lumen tables for specific lumen values

CREE LIGHTING

US: creelighting.com (800) 236-6800
Canada: creelighting-canada.com (800) 473-1234

Product Specifications

CONSTRUCTION & MATERIALS

- Die cast aluminum housing
- Tool-less entry
- Mounts on 1.25" (32mm) IP, 1.66" (42mm) O.D. or 2" (51mm) IP, 2.375" (60mm) O.D. horizontal tenon (minimum 8" (203mm) in length) and is adjustable +/- 5° to allow for fixture leveling (includes two axis T-level to aid in leveling)
- Luminaire secures with two 410 stainless steel mounting bolts; optional four point mounting available
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable black, bronze or silver powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion
- Comes standard with Utility Label per ANSI C136.15-2020 and 7-pin NEMA® Photocell Receptacle per ANSI C136.41
- **Weight:** 14.2 lbs. (6.4kg)

ELECTRICAL SYSTEM

- **Input Voltage:** 120-277V or 347-480V, 50/60Hz
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- Integral 10kV/5kA surge suppression protection standard; 20kV/10kA surge suppression protection optional
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush
- Designed with 0-10V dimming capabilities. Controls by others
- **10V Source Current:** 0.15mA
- Luminaires with DLI option are DALI compatible per IEC 62386
- **Operating Temperature Range:** -40°C - +40°C (-40°F - +104°F)

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards
- ANSI C136.2 10kV/5kA (standard) and 20kV/10kA (optional) surge protection, tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B, Class A limits for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- Assembled in the USA by Cree Lighting from US and imported parts
- Meets Buy American requirements within ARRA
- RoHS compliant. Consult factory for additional details
- Dark Sky Friendly, IDA Approved when ordered with 30K7 CCT. Please refer to https://www.darksky.org/our-work/lighting/lighting-for-industry/fsa/fsa-products/ for most current information
- **CA RESIDENTS WARNING:** Cancer and Reproductive Harm – www.p65warnings.ca.gov

Product Specifications

SYNAPSE® SIMPLYSNAP INTELLIGENT CONTROL
FOR NON-STREET LIGHTING APPLICATIONS ONLY

The XSP Series is compatible with the Synapse® SimplySNAP platform. A highly intuitive connected lighting solution for Site and Area applications only. The system features a reliable and robust self-healing mesh network with a browser-based interface that runs on smartphones, tablets, and PCs. Using a Twist-Lock Lighting Controller and Site Controller, SimplySnap provides: energy productivity, code compliance and a better light experience for non-street lighting installations. SimplySNAP is optimized to create and manage networks for campus wide Area and Site applications which differs from networking requirements for street lighting applications.

Synapse Wireless Control Accessories (for Non-Street Lighting Applications only)	
Twist-Lock Lighting Controller TL7-B2 - Suitable for 120-277V (UL) voltage only - Requires NEMA/ANSI C136.41 7-Pin Dimming Receptacle - Provides On/Off switching, dimming, power metering, digital sensor input, and status monitoring of luminaire - Refer to TL7-B2 spec sheet for details **Twist-Lock Lighting Controller** TL7-HVG - Suitable for 120-480V (UL and UH) voltage - Requires NEMA/ANSI C136.41 7-Pin Dimming Receptacle -Provides On/Off switching, dimming, power metering, digital sensor input, and status monitoring of luminaire - Refer to TL7-HVG spec sheet for details **SimplySNAP Central Base Station** CBSSW-450-002 - Includes On-Site Controller (SS450-002) and 5-button switch - Indoor and Outdoor rated - Refer to CBSSW-450-002 spec sheet for details	**Synapse Wireless Sensor** WSN-DPM - Motion and light sensor - Control multiple zones - Refer to WSN-DPM spec sheet for details **SimplySNAP On-Site Controller** SS450-002 - Verizon® LTE-enabled - Designed for indoor applications - Refer to SS450-002 spec sheet for details **Building Management System (BMS) Gateway** BMS-GW-002 - Required for BACnet integration - Refer to BMS-GW-002 spec sheet for details **Outdoor Antennas** **(Optional, for increased range, 8dB gain)** KIT-ANT420SM - Kit includes antenna, 20' cable and bracket KIT-ANT360 - Kit includes antenna, 30' cable and bracket KIT-ANT600 - Kit includes antenna, 50' cable and bracket - Refer to Outdoor antenna spec sheet for details

Electrical Data*

Lumen Package	Optics	CCT/CRI	System Watts 120-480V	Utility Label Wattage**	Total Current (A) 120V	208V	240V	277V	347V	480V
12L	All	All	95	100	0.80	0.46	0.40	0.35	0.27	0.20

* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-277V or 347-480V +/- 10%
** Refer to Field Adjustable Output table on page 8 for utility label lumen values

XSP Series (XSPMD) Ambient Adjusted Lumen Maintenance[1]

Ambient	Optics	Initial LMF	25K hr Reported[2] LMF	50K hr Reported[2] LMF	75K hr Reported[2]/ Estimated[3] LMF	100K hr Reported[2]/ Estimated[3] LMF
5°C (41°F)	Asymmetric	1.03	1.02	1.00	0.98[2]	0.96[2]
	Symmetric	1.04	1.03	1.03	1.03[3]	1.03[3]
10°C (50°F)	Asymmetric	1.03	1.02	1.00	0.98[2]	0.96[2]
	Symmetric	1.03	1.02	1.02	1.02[3]	1.02[3]
15°C (59°F)	Asymmetric	1.02	1.01	0.99	0.97[2]	0.95[2]
	Symmetric	1.02	1.01	1.01	1.01[3]	1.01[3]
20°C (68°F)	Asymmetric	1.01	1.00	0.98	0.96[2]	0.94[2]
	Symmetric	1.01	1.01	1.00	1.00[3]	1.00[3]
25°C (77°F)	Asymmetric	1.00	0.99	0.97	0.95[2]	0.93[2]
	Symmetric	1.00	0.99	0.99	0.99[3]	0.99[3]

[1] Lumen maintenance values at 25°C (77°F) are calculated per IES TM-21 based on IES LM-80 report data for the LED package and in-situ luminaire testing. Luminaire ambient temperature factors (LATF) have been applied to all lumen maintenance factors. Please refer to the Temperature Zone Reference Document for outdoor average nighttime ambient conditions.
[2] In accordance with IES TM-21, Reported values represent interpolated values based on time durations that are up to 6x the tested duration in the IES LM-80 report for the LED.
[3] Estimated values are calculated and represent time durations that exceed the 6x test duration of the LED.

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1340 Kemper Meadow Dr, Forest Park, OH 45240
513-574-9500 | redleonard.com

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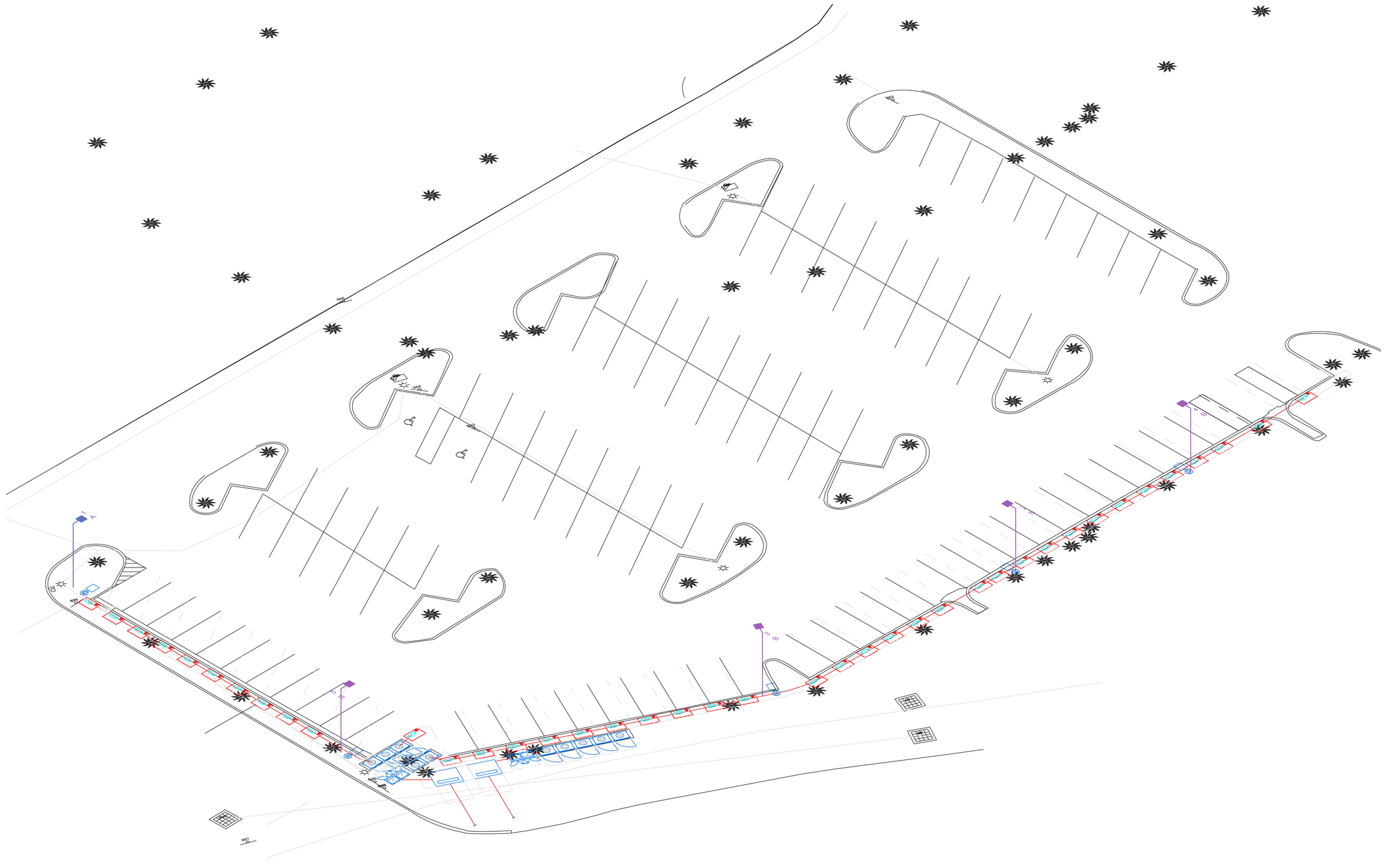
AREA





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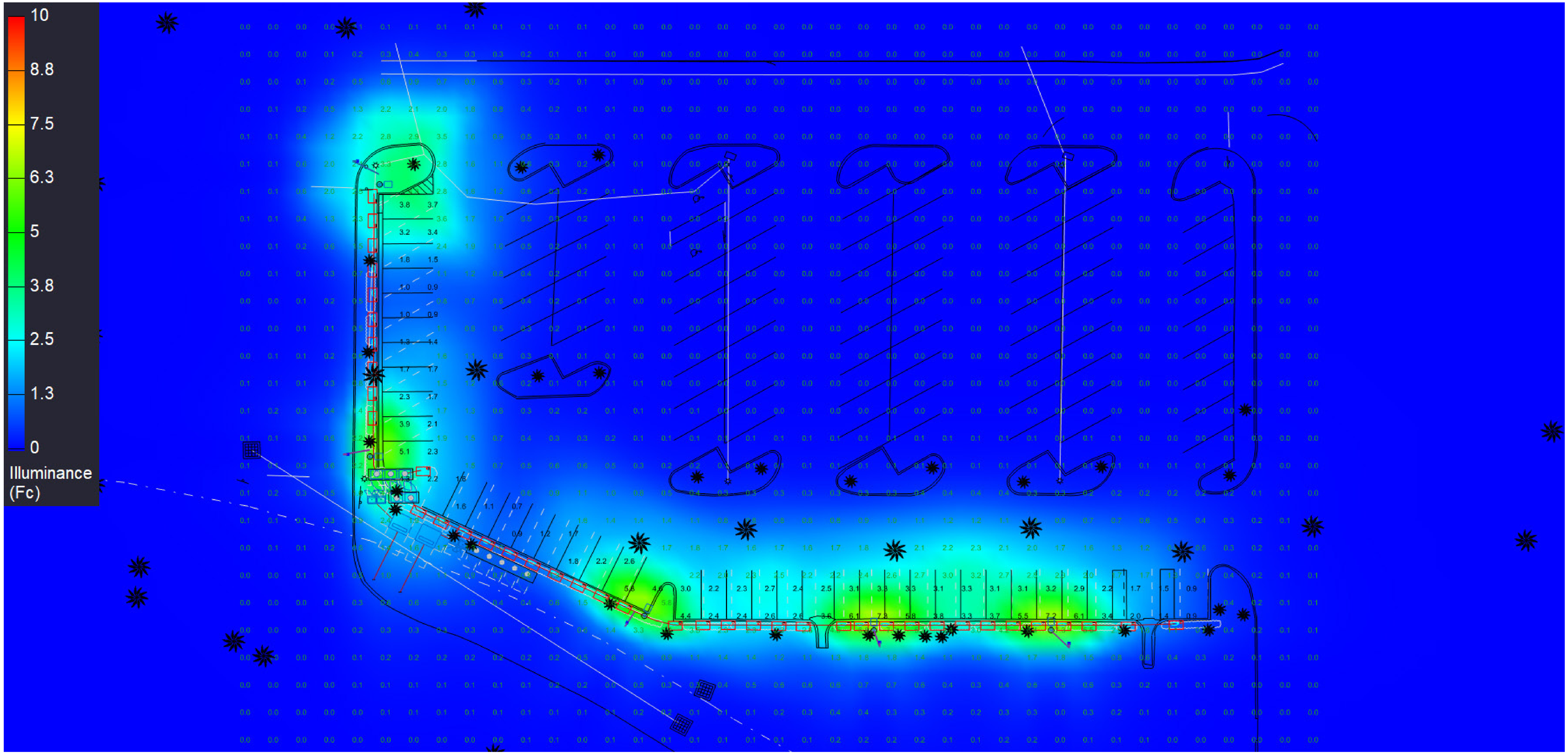

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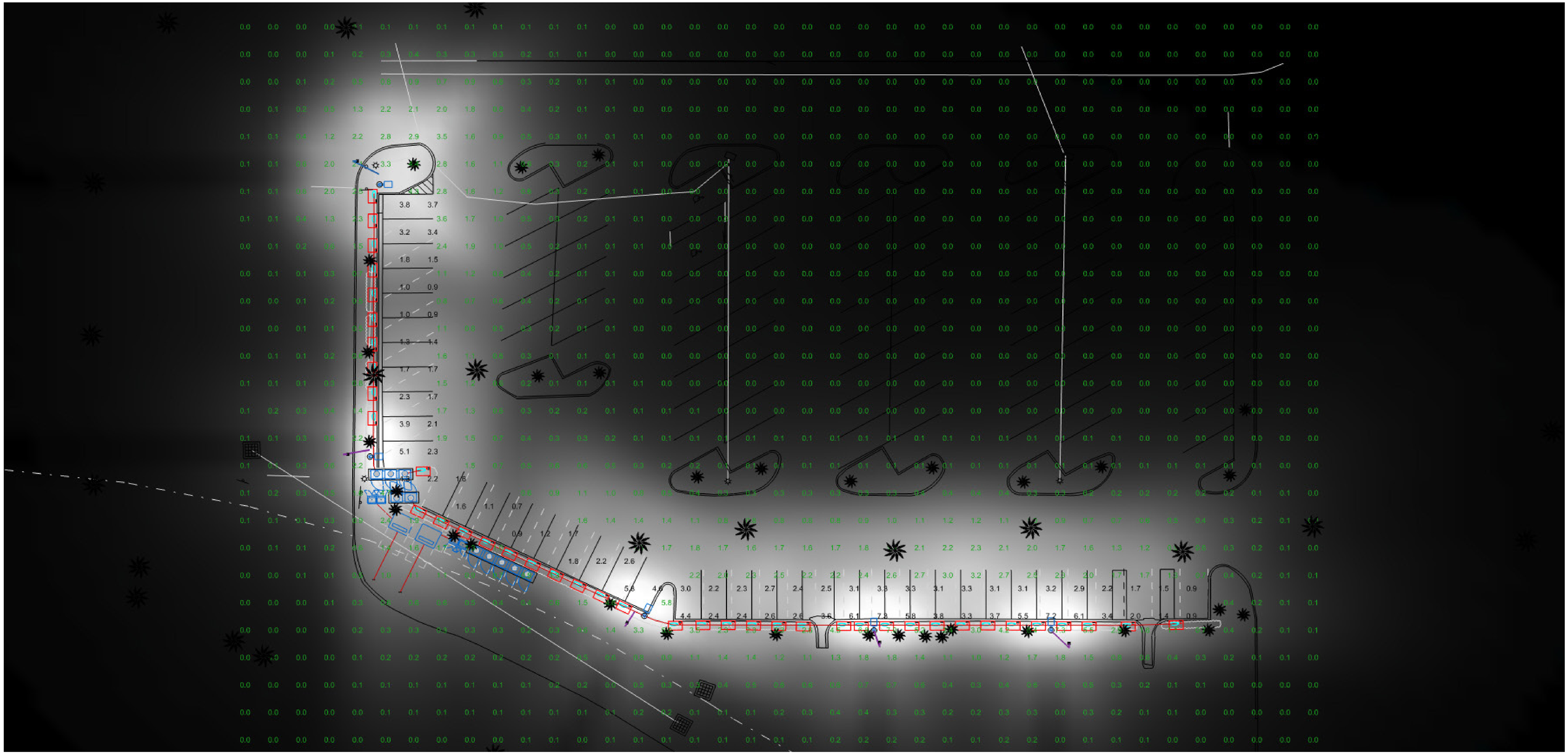

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TESLA

CROSSROADS PLAZA FP I, LLC
d/b/a FLORIDA NEXUS PARK
4800 N. Federal Highway, Suite 205B
Boca Raton, FL 33431
(561) 999-0006 phone, (561) 999-0007 fax

November 18, 2008

Mr. David Carlin
Assistant Director
Community Development Department
Planning Division
CITY OF FORT PIERCE
100 North U.S. 1
Fort Pierce, FL 34954

Dear Mr. Carlin:

This letter serves to memorialize our recent discussions regarding the need for a photometric study of the parking lot lighting at Florida Nexus Park.

As you are aware, in October 2008, thieves stole the high voltage electrical copper power lines serving the property. The value of the loss was over $200,000. The photometric study required for our Conditional Use approval can not be completed without power to the existing parking lot lights. The power shall be restored upon our commencement of work at the property, to avoid future thefts between now and then.

Attached is a copy of the City's code regarding parking lot lighting. This letter confirms that we shall meet or exceed the City's requirements. I believe the property, which has had active lot lighting since 1980's already complies, yet we will study it's conditions and improve it if needed.

Kindly inform me if you need further information.

Yours truly,

Harry Zuker
Property Manager

Moms in Port St Lucie & The Treasure Coast

Rising contributor Erin Arruda · 1d ·

Hi moms! Owner of Play Money Pinball Arcade Bar in Stuart here. We are trying to open a new location in Ft Pierce and are trying to get permission from the city of Ft Pierce.
Please briefly tell us why Play Money has been fun for your family, and we're bringing these to the city commission meeting. Thank you all in advance!

Love Comment Copy

You and 51 others

Top comments

Kayla White
Rising contributor
My son wants his birthday party at play money! Please pm me about this. I would love for one to be in st Lucie county! It's so fun! A nice and safe place for kids to play!

1d Like Reply 2

Christy López
Kayla - We had my son's party there years ago, it was the best!

21h Like Reply

Erin Arruda
Author Rising contributor
Hi Kayla! Shoot me an email at playmoneyfl@gmail.com and we'll send you the details of how parties work. Thank you!!

16h Like Reply

Write a reply...

Katie Hardy
This is one of my daughter's absolute favorite places! She first went with kidspace and has loved it since then! As someone who also works at kidspace I can attest to how much all the kids absolutely love this trip and talk about it for weeks after! We hope to see more locations opening up! It is an awesome venue!

20h Like Reply 3

Kayla Quigley
We love that place took my daughter there for the first time a few weeks ago!! Great for all ages!!

1d Like Reply 2



Kayla Quigley
We love that place took my daughter there for the first time a few weeks ago!! Great for all ages!!

1d Like Reply 2



Kristin Whelan
Please come to Fort Pierce. We need you downtown.

1d Like Reply 2



Christy López
We love love love your arcade! The variety of games is spot on for a wide variety of ages and abilities.

We had my son's birthday party there years ago, it was perfect! Cold AC, lots of games, helpful staff, I brag about it often!

21h Like Reply 1



Rachel Mosely
Rising contributor
This place is so much fun for all ages!! My 10 yr old loves it and when we go I equally have just as much fun! And the price is the best part

1d Like Reply



Noemarie Marin
Rising contributor
I love coming with the kids in the morning and they're returning a night with the Hubby since you could wear your pass all day it's like a play day and a date night grab a beer and just relax! It's so nostalgic there.

1d Like Reply 1



Jennifer Muschott Cuti
Rising contributor
This would be so awesome!!

This is such a fun and much needed activity for families with older kiddos.
There so many indoor activities popping up for families with young children under 10ish (soft play indoor gym places) but those of us with teens and pre teens need a fun, safe, indoor activity and this is it!!

21h Like Reply 1



Aschlei Baker
Rising contributor
I have loved hosting my teen's birthday parties here! There's enough variety that a younger or older sibling can tag along and parents can even find something fun to do! I'm PUMPED at the idea of a location closer to PSL!

14h Like Reply



Krista Young
This would be an absolutely wonderful addition to Fort Pierce. There is NOTHING for families to do here besides the beach. We love Play Money as it allows us to have family nights out where all of us can enjoy something. We don't get to go often as it is a bit far for us, so being in Fort Pierce would be perfection!

13h Like Reply



Jackie Sohn
Honestly, we've never been there because we live in Port St Lucie and we don't travel to Stuart at all. We visit Fort Pierce often and have family there so we would definitely go! 🙏

12h Like Reply



Eva Potyra
Rising contributor
My family loves play money pinball because my husband and I can do a date night there and have a few drinks and fun playing old games. Or we also love to bring our 6 year old there for a totally different experience of a fun family day together. The price makes it a great option either way. (PS, thanks for running such a neat spot!)

1d Like Reply 1



Nicole Vassilatos Modica
Rising contributor
I would love to have a Play Money in Fort Pierce. My daughter is old enough to enjoy it now, but Stuart is a hike for us! We would go much more frequently if it were local to us.

19h Like Reply 1



Devon Dwyer
Top contributor
We love play money pinball! We have had my son's birthday party there and all ages loved the experience. We left saying we wish one was closer to us in Ft Pierce. My teenage son visited quite a few times and it was perfect for him and his friends affordable and safe. We need more places for kids and teenagers in fort pierce.

1d Like Reply 2



Kelly Smith-Howard
I'm sure you can find an recently shut down arcade to rent or buy.

19h Like Reply 1



Tara Payne
It is a joy for everyone, of all ages. We enjoyed it in Stuart, but traveling is too much sometimes. It would nice in ft Pierce to have another location to go to.

23h Like Reply 1

Amanda Lee Sierra
I love all the games you all have to offer, karaoke, and no minors after 8. It's a nice place for a variety of ages. Nostalgic too! We would enjoy having another location to go to.

1d Like Reply 1

Karen Griffin Maxwell
Rising contributor
Our family LOVES visiting Play Money. There is something for everyone and we spend hours there. We live in St. Lucie West so we can't go as often as we would like, but if there was a location in Fort Pierce, we would definitely spend more time there. For one flat price (that's super reasonable), we can play all day! That deal can't be beat. Plus, in this heat, our family loves anywhere that has air conditioning 😊

1d Like Reply 2

Corrie Lynn
We've enjoyed it several times over the years. Both For family fun game night and date nights. I love the versatility, uniqueness, relaxed, fun, and safe vibe. An asset to the community!

1d Like Reply 1

Shannon Cascio
Rising contributor
My childcare center Kid Space has been bringing our summer camp kids to Play Money in Stuart for the past few summers.
It's a favorite trip for sure. Both campers and staff have a blast.
There are so few family friendly venues that cater to all ages in Ft Pierce. What an awesome addition this would be.
The business I own is in Port St Lucie, but I live in Ft Pierce and think Play Money would be welcomed by families here.
This place is FUN, reasonably priced, and always spotless.
It's not the type of arcade where people gamble that's intended for adults... it's truly a family friendly venue. We bring kids ages 5-14 and they all have fun!

I hope to see a PlayMoney in Ft Pierce soon! 😉



1d Like Reply 5

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1d Like Reply 5

Cenza Daylin
My little sister had one of her birthday parties at the Stuart location and her and her friends had a blast.

1d Like Reply 4

Ambrosia Szczepanski
Rising contributor
You would be a great addition to Fort Pierce! There isn't anything like Pay Money here. We really enjoyed it, but it's too far to go for us now. This would be great!

1d Like Reply 2

Jillian Lea
Rising contributor
We need one in Port St. Lucie ! My kids love it my son hang out place with his friends he's 20

1d Like Reply 2

Billy Danielle Moyer
Rising contributor
We love Play Money Pinball Arcade Bar! It is family friendly with a one time fee where you can stay and play as long as you like. We enjoy that you don't have to pay per game. The older games bring nostalgia for older family members but the newer games are inviting to the younger kids. We like that we can get a drink or two and enjoy playing w the family. We have had everyone from 4 to 72 and all had fun!!!

1d Like Reply 2

Rules

Write a comment... GIF



5 5 comments

Like Comment Copy

Comments

Done

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Rules

Write a comment...

It's not the cup because I've tried multiple and he will dri... See more

9 121 comments

Like Comment Copy



5 5 comments

Like Comment Copy

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Done

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9 121 comments

Like Comment Copy



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Like Comment Copy

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Done

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12h Like Reply

Julie Sasser
I love play money arcade. I had alot of fun. It is a drive for us. We would love to have a location in Fort Pierce.

4h Like Reply

Salla Jantunen
It's hard to find activities teenagers enjoy, play money pinball has been fun activity for our family that everyone enjoys. Would love to have one closer by!

3h Like Reply

Nikkijoy Baker
Rising contributor
The karaoke room is the best! The fact you can look up any song and duet with friends is always a good time 🙌🏻

2h Like Reply

Rules

Write a comment...

It's not the cup because I've tried multiple and he will dri... See more

9 121 comments

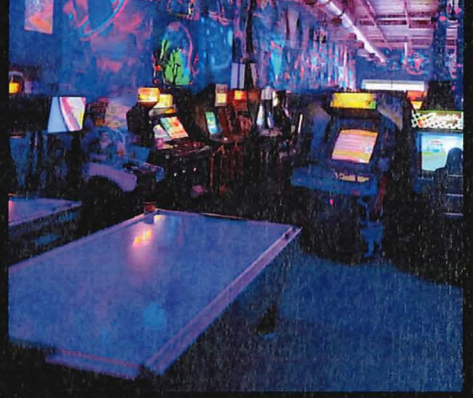
Like Comment Copy

Home Friends Video Marketplace Notifications Menu


Play Money
872
2X
5X
3X
ARCADE HOURS
772.286.8007
SEGA
XBOX
MARVEL


GAME OVER
EXIT
OPEN










PIN BALL
VIDEO GAMES
TABLE GAMES
FOOD & DRINKS
AIR HOCKEY
SKEE BALL

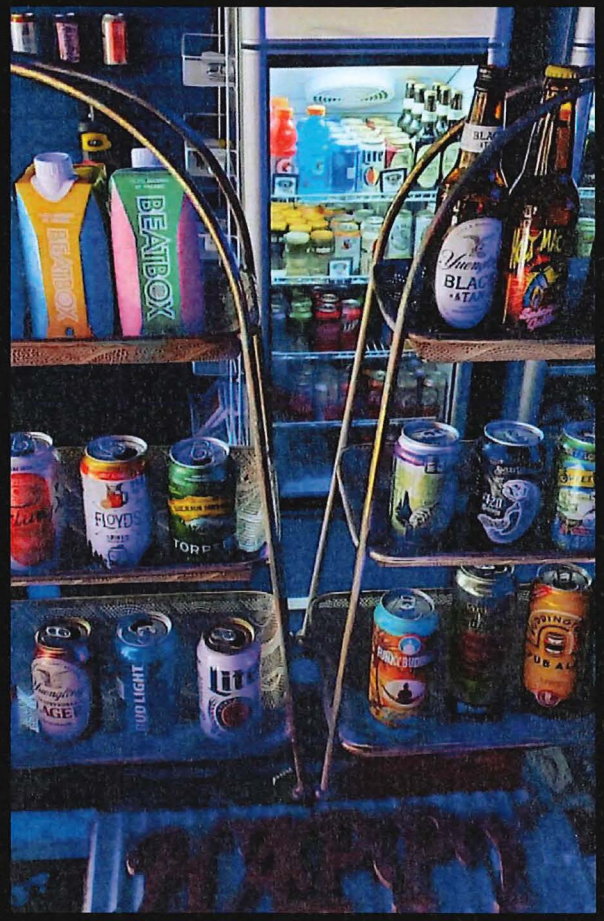

LOLA'S
DUNKIN' DONUTS
Music Store
FITNESS CENTER
Pinball
India Palace
BIKES+
HERBAL WELLNESS
AVENUE BARBERS
The Butcher Shoppe, Etc.
H&R BLOCK




GAME RULES






BEATBOX
BEATBOX
Miller Lite


ARRUDA
FAMILY
PINBALL
Play
Money
6/19/20




GAME OVER

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

May 9, 2024

Bryan Arruda
Barruda23@gmail.com

Jen Spearman
Jenspearman@kwcommercial.com

Subject: **TRC Review Comments**
Conditional Use Application – Play Money Family Fun Center
2765 Peters Road
TRC Project #24-41800019

Planning Department Comments

Site Plan Comments:

Consider providing additional landscape areas to create an attractive and inviting appearance of the plaza. For example, amend landscape islands to include shade trees.

Proposed Use Comments:

The proposed Play Money Family Fun Center/amusement arcade shall comply with the following regulations (Sec. 125-325. Amusement arcades and arcade amusement centers).

:

General operating standards.

No game shall be played by persons who are under 18 years of age. A special exception must be granted by the City Commission.

Alcohol sales or consumption shall be prohibited in amusement arcades and arcade amusement centers. A special exception must be granted by the City Commission.

Amusement arcades or arcade amusement centers shall not exceed 9,000 square feet. A special exception must be granted by the City Commission.

Amusement arcades or arcade amusement centers shall operate in full compliance with all state and federal law.

Design standards.

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.

Placement of game machines along front windows are prohibited.

Window tinting, mirrored windows, or other obscuring elements are prohibited.

All entrances shall be adequately lighted.

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:

Minimum age requirements as described above. N/A if a special exception is granted.

No smoking.

No drugs.

No alcohol. N/A if a special exception is granted.

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.

All amusement arcades or arcade amusement centers must provide public restrooms in accordance with applicable country health department requirements.

Lighting for parking lots must satisfy lighting requirements (minimum of three footcandles) prior to the issuance of a business tax receipt.

Any proposed exterior change to a building used for arcade uses will be subject to city design review guidelines pursuant to section 125-314.

Permitting requirements.

All amusement arcades or arcade amusement centers shall pay a fee per machine annually in conjunction with the business tax receipt. The fee shall be established by resolution by the city commission. The fee shall apply to all operating and nonoperating machines located on premises.

An applicant for a permit to operate an amusement arcade or arcade amusement center shall submit the following information to the police department:

All applications shall include a list of all current owners and employees of the arcade.

If the city determines that any applicant lacks good moral character, it shall deny the license application. For purposes of this section, an applicant will be deemed to have good moral character if the applicant, its owners, and its employees meet the level two standards of screening set forth in F.S. § 435.04.

The applicant shall pay a fee established by resolution by the city commission to cover the cost of police department background checks.

Whenever an amusement arcade or arcade amusement center hires a new employee or changes its ownership composition, the police department shall inspect the new employee's or owner's background to ensure that the employee or owner has not been convicted of any of the crimes described in subsection (b)(2) of this section. Any failure by an amusement arcade to provide the police department with the information necessary for the officer to conduct such an inspection shall constitute a willful violation of this chapter.

The city may deny an application for a permit to operate an amusement arcade or arcade amusement center or may revoke a permit issued pursuant to this chapter if the applicant fails to

meet any of the requirements of this section. If the city denies an application, the city shall provide reasons for the denial in writing within five days of receipt of the completed application. If the city revokes a permit issued pursuant to this chapter, the city shall provide reasons for the revocation in writing.

Provide an operating plan consisting of an interior layout plan drawn to scale showing the location of all machines, devices, equipment and access ways, and such other information as may be reasonably requested.

Amusement arcades or arcade amusement centers that serve food or provide catering services on premises must be licensed by the department of health, department of business professional regulation, or department of agriculture and consumer services.

Machine registration requirements.

a. The permittee is required to maintain its premises a complete inventory, along with serial numbers or equivalent identification, as set forth in subsections (d) and (e) of this section, the amusement devices in operation on the premises of the amusement arcade at all times. The initial application for permit shall include a certificate of inspection by the planning department of the inventory, along with serial numbers or equivalent of identification, as set forth in subsections (d) and (e) of this section, of the machines that the permittee intents to put into operation when the amusement arcade begins its business activities.

b. Each renewal permit application shall contain a certificate of inspection of updated inventory, along with serial numbers or equivalent identification, as set forth in subsections (d) and (e) of this section, of the amusement device that the permittee intends to put into operation when the amusement arcade begins its business activities under the renewal license.

c. Before a new amusement device is put into operation at the amusement arcade or arcade amusement center, the permittee shall notify the planning department of the addition of the device to the inventory and update its inventory accordingly.

d. Upon review of the inventory of devices under subsections (1), (2) and (3) of this section, the planning department shall enter each amusement device into a registry that the license administrator shall create. For each amusement device registered, the permit administrator shall cause to be issued and delivered to permittee for each amusement device within seven days of the notification required under subsection (c) of this section a numbered metal or plastic decal. The registration decal of each amusement device shall be affixed to the upper left front of the game in a prominent position where easily viewed by zoning inspectors, code enforcement inspectors and police. Registration decals are not transferable. The failure of any amusement device to display a current registration decal shall be a violation of this section and subject to enforcement action by the city.

e. The inventory of devices under subsections (1), (2) and (3) of this section shall provide the following information: the manufacturer serial number; common name, type or description of the game played on the machine. The registration decal shall contain the inventory number of the amusement device.

f. Each inventory of amusement devices submitted under subsections (a), (b), and (c) of this section shall be accompanied by a certificate issued by an independent testing laboratory licensed by the state pursuant to F.S. ch. 551, certifying that the game played by the skill-based amusement devices identified in the inventory meet the application of skill requirement contained in F.S. §§ 551.104(d), 551.105 and 551.107.

Florida law compliance. It is not the intent of this section to allow amusement arcades or arcade amusement centers that:

a. Mimic the look and feel of gambling venues which are prohibited by law.

b. Include any game, machine or device that violates any provision of state and federal law, including, but not limited to, F.S. ch. 849.

c. All amusement arcades or arcade amusement centers shall operate in full compliance with all state statute requirements and other applicable laws.

(Code 1983, § 22-71; Ord. No. L-217, § 4, 12-5-2011)

Further comments may be provided at the TRC meeting.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 5.16.24
Property Address: Conditional Use with No New Construction - Family Fun Center - 2765 Peters Road

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 8th 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 MEP elements will comply with the Florida Building Code requirements.

☐ 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: 5/7/24

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: (772) 621-3322
Fax: (772) 621-3604

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Family Fun Center – 5765 Peters Road

REVIEW DATE: 5/8/2024

PLANNER: MARIA LEWICKA

REVIEWED BY: Captain Andres Elizondo

Site Plan Approved with conditions: _____

Site Plan Requires Re-submittal: ___X___

Site Plan Rejected: _____

The Following Conditions/Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please provide an electronic revised copy of the site plan (pdf format).**
4. **Please provide written acknowledgement of the conditions/revisions provided.**
5. **Be advised, although there is no new construction planned for this project it will be subject to a New Business Inspection and possibly a Change of Occupancy Review. The project will have to meet all of the Occupancy requirements at that time to be compliant with the currently adopted version of the *Florida Fire Prevention Codes.***

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: # 24-41800019

Conditional Use with No New Construction - Family Fun Center - 2765 Peters Road

Comments

W/WW Engineering: Approved as noted,

This location currently has FPUA services, if additional capacity is required to facilitate improvements, please contact the water and wastewater Engineering Department, at 1701 S 37th Street Fort Pierce Florida. For more information please contact John Biggs at 772 466 1600 ext. 3474.

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.

Please note: Current lead times for transformers is approximately **52 weeks.**

Please contact Sal Scimeca for electric customer requirements and project coordination before work begins.

Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

Gas: Approved. Natural Gas is available.

FPUAnet Fiber: FPUAnet **Approves.** Fiber Internet Service **– Is Available;** if client would like **Fiber Internet Service** from FPUAnet Communications. Please contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements if service is desired.

Developer Letter.pdf

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

Dear Developer,

I am writing to you today on behalf of FPUAnet, the City of Fort Pierce's municipal fiber internet service provider. I am reaching out to you to discuss the benefits of choosing FPUAnet for your next development project.

FPUAnet offers a number of advantages over traditional internet providers, including:

- **Scalable to meet growing demands:** FPUAnet's fiber optic network is designed to scale to meet the growing demands of Fort Pierce. This means that you can be confident that your internet connection will be able to handle even the most demanding applications and devices.
- **Gigabit internet throughout the entire service area:** FPUAnet offers gigabit internet speeds throughout its entire service area. This means that you can get the fastest possible internet speeds, no matter where you live in Fort Pierce.
- **High-quality internet to rural and low-income areas:** FPUAnet is committed to providing high-quality internet access to all residents of Fort Pierce, including those in rural and low-income areas. This is important for ensuring that everyone has the opportunity to participate in the digital economy.
- **Faster and more affordable than privately owned ISPs:** FPUAnet's prices are competitive with other internet providers, and in many cases, they are even more affordable. This is because FPUAnet does not have to make a profit, so it can pass on the savings to its customers.

In addition to these advantages, FPUAnet is also committed to providing excellent customer service. Our team of experts is available 24/7 to help you with any questions or problems you may have.

I would be happy to discuss your specific needs in more detail. Please do not hesitate to contact me at peters@fpua.com or 772-466-1600 ext.3311.

Thank you for your time and consideration. I look forward to hearing from you soon.
Sincerely,

Eric Peters
On behalf of FPUAnet

THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT
Florida

To : Kerry Driver, Planner

From: Venetia Barnes, Stormwater Engineer

Thru : Tracy Telle, Assistant City Engineer

Re : Conditional Use w/ No New Construction – 2765 Peters Road – TRC 24-41800019

Date : May 15, 2024

This is to advise you that we have completed the review of the following documents as received by this office on May 3, 2024:

☒ Conditional Use
☐ Construction Drawings
☐ Test Reports & Related Documents
☐ Executed Construction Contract
☐ Record Drawings
☐ Permits

Based on our reviews and appropriate site final inspection, we

☒ Recommend
☐ Do Not Recommend

☐ Temporary Use Approval ☒ CU Approval ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See Attached for Comments

Z:\Shared\1400 Engineering\ENGINEERING\Site Development Projects\Addresses\2001 - 3000\2765 Peters Road\CU\Submittal No 1 - 050324\CU Approval - 051524.docx

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

May 16, 2024

Case #: 24-41800019

Planner: City of Ft. Pierce Planning Department / Kerry Driver, Maria Lewicki

Conditional Use with No New Construction

2765 Peters Road, Fort Pierce , FL

Comments:

Please ensure the lighting being used for this project meets or exceeds the requirements set forth by the city of Fort Pierce code. If alcohol is being served please ensure the lighting standards meet the code required by establishments that serve alcohol. (Sec. 4-13, subsection B)

Sec. 4-13. - Minimum requirements for on-premises consumption.

(b) An applicant holding a "beer, wine and liquor—consume on premises and package sales" license must demonstrate that any parking area provided for is illuminated by not less than three footcandles per square foot of parking lot area.

Additionally, please be informed that a project of this type can and may increase the need for police response. While the nature and frequency of calls cannot be predicted at this time, it should be presumed police services may be needed at some time after the project comes to fruition.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

June 13, 2024

Dear Property Owner:

The property owner, **Crossroads Plaza FP I, LLC** is requesting approval of a **Conditional Use-No New Construction** to operate Play Money Family Fun Center. The address is located at 2765 Peters Road, Bay #s 22-28, Parcel ID 2324-311-0005-000-1. The property has a zoning designation of General Commercial (C-3) and a future land use designation of General Commercial (GC).

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meeting on **Monday, July 1, 2024**, which begins at **5:05 p.m**., in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida. You are provided the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Conditional Use No New Construction** application. If you have any inquiries, or would like to review the complete application, please dial (772) 467-3739 or kdriver@cityoffortpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Sincerely,

Kerry C. Driver
Planner

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

June 14, 2024

Crossroads Plaza FP
hzuker@comnetrealty.com

Bryan Arruda
barruda23@gmail.com

Dear Applicant and Owner:

There will be a Quasi-Judicial Hearing before the City Commission of the City of Fort Pierce, Florida on Monday, July 1, 2024 at their meeting which begins at 5:05 p.m., in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, on an application for a Conditional Use- No New Construction submitted by applicant Bryan Arruda to operate 13,600 square feet for use of Play Money: Family Fun Center located at 2765 Peters Road, Bay #'s 22-28, more specifically located at Parcel Control Number: 2324-311-0005-000-1.

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.

Other than the project application on file with the Planning Department, any additional documentation that is to be used during the hearing, including power point presentations, must be submitted no later than 3:00 p.m. on June 26, 2024 in order to be included in the published agenda. Please submit documents to lcox@cityoffortpierce.com.

If you have any questions, please contact the Planning Department.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Kev Freeman, Planning Director

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, JUNE 10, 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

Ms. Baxevanis entered the meeting at 2:47 PM.

Present:	John Heaning; Gloria Baxevanis; Uline Daniel; Alexander Edwards; Nichelle Clemons, Chair
Absent:	Justine Carter; Anton Kreisl
Staff Present:	Kev Freeman, Planning Director
	Vennis Gilmore, Assistant Planning Director
	Kerry Driver, Planner
	Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Mr. Kreisl and Ms. Carter were excused.

5. APPROVAL OF MINUTES

a. Minutes from the May 13, 2024 meeting

Motion was made by Alexander Edwards, and seconded by Uline Daniel to approve the minutes from the May 13, 2024 Planning Board meeting.

AYE: Alexander Edwards, John Heaning, Uline Daniel, Chair Nichelle Clemons

Passed

6. NEW BUSINESS

a. Annexation - 169 Delray LLC - 3403-233-0002-000-6

Ms. Driver gave an overview of the annexation. She stated the approximate 1.95 acre voluntary annexation is at or near the intersection of W. Midway Road and Oleander Avenue with a current value of $284,000. Ms. Driver said the subject property has a St. Lucie County Future Land Use designation of Public Facilities and a Zoning designation of Institutional. The applicant is proposing a City Future Land Use designation of Residential High (RH) with a Zoning classification of High Density Residential (R-5). Ms. Driver answered questions from the Board on egress, cleaning up an enclave and acquiring the property directly to the south.

Rebecca Grohall, Applicant Representative, said the applicant owns both parcels to the east and the ingress and egress will be built into the development. She stated the main entrance would be on Melville Road. Ms. Grohall noted the commercial business to the south is not likely to be bought by the applicant.

LIsa Nelson, a resident, stated she owns the property to the south. Ms. Nelson asked about the zoning, type of housing and if there would be government subsidies. Ms. Nelson stressed that the concurrency should be met and that the stormwater management is looked at due to increased density.

Ms. Grohall stated at this time nothing had been proposed and the owner of the property was looking at market rate housing. She noted the concurrency would be looked at during development, and she added the current sidewalks are in great shape.

Motion was made by John Heaning, and seconded by Alexander Edwards to forward a recommendation of approval to the City Commission for the annexation of Parcel ID: 3403-233-0002-000-6.

AYE: John Heaning, Uline Daniel, Alexander Edwards, Chair Nichelle Clemons

Passed

b. Zoning Text Amendment - Establish Port of Fort Pierce Overlay Zoning District - Presentation and Discussion Only

Mr. Freeman gave an overview of the text amendment. He said he is in discussion with the property owners, and he wants the majority of property owners buy in before bringing the text amendment back to the Planning Board for a vote. Mr. Freeman stated the City Commission directed staff at its December 14, 2020, City Commission Conference Agenda meeting, to bring forward a rezoning of the area identified within the Port Master Plan to promote redevelopment.

Mr. Freeman said the Port of Fort Pierce Overlay Zoning District is proposed to preserve deep-water access for port and maritime uses consistent with the development concepts outlined within the Port of Fort Pierce Master Plan (Port Master Plan), to facilitate appropriate uses, particularly port and marine-related operations, and other water-dependent or related uses.

Mr. Freeman showed the illustrative Master Plan, and he explained the purpose of the overlay zoning district is to get the whole area working as a port. He highlighted that the economic value to the city is tremendous. Mr. Freeman noted several initiatives are underway near the Port, such as North Causeway Bridge Reconstruction and implementation of the SUNTrail Greenway, along with public-facing waterfront renewal efforts, for Fisherman's Wharf redevelopment and the Kings Landing development. Mr. Freeman stated the majority of the port area is not utilized and vacant.

Mr. Freeman described the overlay zoning district as icing on a cake with the Future Land Use being the bottom layer. He said the proposed development regulations provide for a wide variety of maritime related uses to allow for flexibility and to move through the system quicker. He stated, at this time, the existing zoning and future land use of the parcels within the Port of Fort Pierce Overlay Zoning District are proposed to remain in place. Mr. Freeman noted the current zoning is a patchwork of Plan Unit Redevelopment (PUR), Industrial, and Commercial.

Mr. Freeman explained that the north and south ports in the overlay are divided and a list of uses was created for each port area. He said some uses will be permitted and other uses, that don't fit in the illustration of the master plan, will be conditional.

Mr. Freeman answered questions from the Board on the southern boundary of the master plan, not meeting Seaway Drive. He suggested that Fisherman's Wharf on Seaway Drive is better handled outside the port. Mr. Freeman said St. Lucie County is a partner in the redevelopment of the port and the city is treating the county like a property owner.

Mr. Heaning said the chart of uses gives property owners a sense of direction.

Joshua Revord, St. Lucie County Port Director, stated the county is anxiously awaiting the Port Overlay Zoning District. He said the county has provided comments on how they would like to see the port developed. Mr. Revord said the Port Master Plan was a guiding plan created in 2020. He said the county has assets on the north and south ends, and they are looking for compatible uses in the center area. He stated the northern port area has recreational elements and the southern area is industrial. Mr. Revord noted the county is looking for buffers and adequate spacing, and they do not want to be too liberal about the uses.

Ken Pruitt, representing Safe Harbor Marina Harbortown, stated the 281 slip marina is investing 10 million dollars in repairs, restoration and renovation to the facility. He gave Mr. Freeman kudos for being open and inclusive, and he stated Mr. Freeman hit the sweet spot in the port's north area with light industrial uses. Mr. Pruitt said the matrix of uses is like gold to business owners because it provides certainty and allows the business to plan 5 to 10 years out.

c. **Rezoning - Planned Development - St. Lucie Commerce Center**
2431-800-0002-000-0, 2431-800-0003-000-7, 2431-800-0004-000-4
2431-800-0005- 000-1, 2431-800-0007-000-5, 2431-800-0006-000-8

Mr. Freeman gave an overview of the application. He said the approximate 108 acre development, St. Lucie Commerce Center (SLCC) was approved by the City of Fort Pierce City Commission on May 16, 2022, for development as a Light Industrial commerce park for the development of six (6) warehouse distribution buildings totaling 1,215,000 square feet with associated site features consisting of parking, landscaping, lighting, stormwater management and utilities. It is adjacent on its north property line to Heavy Industrial (I-3) zoning, occupied by a concrete batch plant, and adjacent to the western parcels are a

natural gas-burning municipal power plant and a wastewater treatment facility which will process all sewer for the City of Fort Pierce. To the south of SLCC is a concrete fixture manufacturing facility and vacant land entitled for heavy industrial St. Lucie County development.

Mr. Freeman stated because of the existing and increasing intensity along the northern, western and southern property lines, SLCC proposes to amend the City of Fort Pierce Zoning Atlas to allow for a step-down in intensity from those more intense uses on the subject boundaries while keeping the existing light industrial entitlements as a buffer to the east.
The application proposes a split of uses between the proposed light industrial and medium industrial areas of the Planned Development. The staff has analyzed and recommended that the table of allowed uses be incorporated within the Planned Development agreement. Mr. Freeman explained that uses listed with an "A", which are primarily seen in an industrial area, will require an additional major amendment to the Planned Development with a Conditional Use and will need to be approved by the Planning Board and City Commission. The uses could create dust or be medium to heavy in industrial use. Mr. Freeman noted that the Fort Pierce Utilities Authority Wastewater Treatment Plant is close by, and they are concerned about the dust generated by "A" uses. Mr. Freeman stated a detailed analysis, regarding dust control, hours of operation, and operating parameters will be done for "A" uses.

Mr. Freeman stated a more detailed traffic statement will be needed for site plan approval, especially for "A" uses. He noted, whatever circumstances, "A" uses will come back to the Planning Board, even if an existing building is converted to an "A" use.

Mr. Heaning commented on Selvitz Road needing work. Mr. Freeman said the Planning department will not approve any roads the county does not sign off on.

Leslie Olson, Applicant representative from District Planning Group, stated the location is in the industrial heart of Fort Pierce. She said in 2022 the applicant was approved to create a 1.2 million light industrial site. Over time, the applicant decided light industrial use didn't seem right with the surrounding heavy industrial uses that are not pretty. The applicant has decided to move the light industrial uses closer to Selvitz Road and the St. Lucie County property and add medium industrial uses to the western portion of the property. Ms. Olson said the step-down zoning will protect future users from heavy industrial activity. She said careful analysis was done and there are no new net trips being added. Mr. Olson noted that developers are not responsible for paying for problems on the roads that already exist. They are only responsible for impacts on the road and impact fees.

Motion was made by Alexander Edwards, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the rezoning to Planned Development with the following 25 conditions:

1. The phasing of the project shall adhere to City Code Sections 125- 212(b)(6) and 125-212(c)(1)(c): Phasing. Each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases. The development phasing schedule shall be based on the preliminary development plan by Dynamic Engineering C1.00a Rev. 3 dated 12/03/2021 and the following table:

PHASE	USE	Maximum SQ. FT.
A	Medium Industrial	50,000
B	Medium Industrial	192,000

C	Light Industrial	127,500
D	Light Industrial	585,000
E	Medium Industrial	260,000

2. The maximum permitted Building sq.ft. shall be limited to 1,215,000 sq.ft.
3. The minimum Open Space shall be 25% of the Final PD site area.
4. The minimum Pervious Area shall be 45% of the Final PD site area.
5. Any building not conforming to the previously approved site plan C1.00 Rev.1 by Dynamic Engineering, dated 12/03/2021, will require a Final PD site plan application. Buildings in conformance with approved use and design may be submitted as a Major or Minor site plan as regulated by City Code Sec. 125-313. - Major and minor site plan application.
6. The allowed uses in the Final PD shall be limited to the following. P indicates a permitted use. A indicates that the use will require a major amendment to the Final PD site plan as a conditional use:

USES	LIGHT INDUSTRIAL	MEDIUM INDUSTRIAL
Antenna (on existing structure)	**P**	**P**
Aquaculture	**P**	**P**
Auto/Boat Sales/Rentals	**P**	**P**
Automotive	**P**	**P**
Business Services	**P**	**P**
Catering	**P**	**P**
Communications	**A**	**A**
Contractor Services	**P**	**P**
General Contractors	**P**	**P**
Heavy Equipment Sales	**P**	**P**
Light Industrial Service	**P**	**P**
Manufacturing - Electronic Equipment	**P**	**P**
Manufacturing - Textile	**P**	**P**
Manufacturing - Apparel	**P**	**P**
Manufacturing - Boat	**P**	**P**
Manufacturing - Concrete		**A**
Manufacturing - Fabricated Metal	**P**	**P**
Manufacturing - Food	**P**	**P**
Manufacturing - Furniture	**P**	**P**

Manufacturing - Glass		**A**
Manufacturing - Leather	**P**	**P**
Manufacturing - Machinery	**P**	**P**
Manufacturing - Medical Goods	**P**	**P**
Manufacturing - Pharmaceuticals	**P**	**P**
Manufacturing - Plastic Products	**P**	**P**
Manufacturing - Printing etc.	**P**	**P**
Manufacturing - Stone		**A**
Manufacturing Services	**P**	**P**
Manufacturing- Tobacco Products	**P**	**P**
Marine Industrial	**P**	**P**
Packing	**P**	**P**
Parcel Service	**P**	**P**
Primary Metal Industries		**A**
Processing, food and related products	**P**	**P**
Repair Services	**P**	**P**
Repair, Vehicle or Marine	**P**	**P**
Research and Development	**P**	**P**
Service	**P**	**P**
Storage, Self Service	**P**	**P**
Trade Contractors	**P**	**P**
Transit		**P**
Warehouse - Freight	**P**	**P**
Warehouse - General	**P**	**P**
Wholesale Trade	**P**	**P**
Woodwork - Millwork	**P**	**P**

7. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.
8. Prior to submittal of the Final PD Plan an updated Environmental Survey shall be carried out to confirm whether the species listed in the Environmental report by Atwell LLC, dated September 29, 2021, are present or in the vicinity of the site.
9. The Final PD site plan submittal shall include a wetland jurisdictional survey.
10. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.
11. Prior to submittal of Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.
12. A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD site plan application.
13. A revised Traffic Impact Analysis shall be submitted at the time of Final PD site plan application.
14. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
15. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.
16. The Final PD site plan shall include quantitative data for the parcel sizes; proposed lot coverage of buildings and structures; total amount of open space.
17. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.
18. The Final PD site plan shall contain the following information, at minimum:

- A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
- Proposed lot lines and other divisions of land for management, use or allocation purposes.
- The location, size and height of present and proposed buildings and structures.
- The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
- The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development of adjacent streets, showing all curb cuts and sidewalks.
- The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.
- The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

19. 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.
20. Additional mitigation/Improvements to the existing roadway infrastructure will be identified through the site plan and traffic concurrency process.
21. Any ROW dedication in respect of Selvitz RD shall be identified through the site plan process.
22. Required improvements to the sidewalk along Selvitz RD shall be identified through the site plan process.
23. An evaluation of a contribution to potential signalization at Energy Lane shall be undertaken during the site plan process.

24. The maximum use of the site shall maintain compliance with the St. Lucie 2045 Long Range Transportation Plan.
25. A dust control mitigation plan shall be submitted and approved prior to any Final PD site plan approval.

AYE: John Heaning, Uline Daniel, Alexander Edwards, Gloria Baxevanis, Chair Nichelle Clemons

Passed

d. **Conditional Use with No New Construction - Play Money Family Fun Center 2765 Peters Road**

Ms. Driver gave an overview of the Conditional Use application for the Play Money Family Fun Center. She said the business will occupy 13,600 square feet and has a zoning of C-3, General Commercial and a future land use of GC, General Commercial. Ms. Driver said all games are set for free play and a wristband format is provided for unlimited play access to games such as pinball and skee ball.

Ms. Driver listed the conditions of approval.
1. No game shall be played by persons who are under 18 years of age unless an “exception” is granted by the City Commission.
2. Alcohol sales or consumption shall be prohibited in amusement arcades and arcade centers unless an “exception” is granted by the City Commission.
3. Amusement arcades or arcade amusement centers shall not exceed 9,000 square feet unless an “exception” is granted by the City Commission.

Chair Clemons asked if the Board is voting to recommend approval to the City Commission without being able to object to whether or not the business was for adults only, the alcohol usage and the size of the business.

Mr. Freeman said the Board can make recommendations to the City Commission. He explained there are other code requirements that need to be addressed regarding landscaping, tinted windows, bike racks, and registration requirements. Mr. Freeman stated the code requirements cannot be changed without the approval of the Planning Board and City Commission.

Ms. Driver provided an update to the Board and stated there are 12 total conditions.

Chair Clemons stated she is torn and not comfortable with what has been presented, and it is not fair to the applicant or the public to send the application to the City Commission.

Mr. Heaning said he has an issue with the name "Family Fun Center" when you have to be over 18 years or older to enter. He mentioned the proposed downtown location with the same name allowed kids. Mr. Heaning said he was concerned about crime in the area, and he asked if the applicant was responsible for landscaping the entire parking lot or only the area being occupied.

Mr. Freeman said the downtown project came with a zoning code text amendment, but the application was withdrawn.

Chair Clemons said "Family Fun Center", which does not allow kids, is a misdirection and is sending the wrong signal if the business is an adult-only gaming center.

Jenn Spearman, Applicant Representative, explained the owner had originally planned to

open the business at 110 Orange Avenue, but he was unable to come up with a legitimate lease. Ms. Spearman said there would be no gambling at the business. She said the area is completely changing and is being developed beautifully. Ms. Spearman noted Tesla has added new charging stations and the owner of the plaza had already spoken with the police officers. She compared the business to a Chuck E. Cheese or Dave and Busters. The customer pays one price, and it is an affordable place for a family. Ms. Spearman said she was told a zoning code change was in the works, but a Conditional Use was needed until the zoning code change has been approved.

Chair Clemons stated how great it would be to have this type of business in the city.

Mr. Freeman explained that staff would like to approve the business without a Conditional Use and without an ordinance to the code, but in the code an amusement arcade is a Conditional Use. Mr. Freeman stated that staff has an amendment to the code, currently with the legal department, redefining the Family Entertainment code by adding the definition of a "Family Fun Center" and defining a "Family Fun Center". He said Conditional Use is the only way to progress by allowing an exception to allow individuals under 18 years old, allowing alcohol and consumption and allowing an increase in square footage for the facility.

Mr. Freeman said the proposed code change will be made to the C-3, General Commercial zoning district and will be in line with the state statute definitions.

Harry Zuker, owner of the property, stated he had been speaking with the chief of police about having security. He said the police department was looking at adding a substation to the area. He said the Play Money Family Fun Center will give people a place to go and things to do. He said there are lots of new housing developments in the area. Mr. Zuker said he has owned the property since 2003 and has met the landscape code. Mr. Zuker said no money is put into the machines at Play Money. A $20.00 wristband allows unlimited free play. Mr. Zuker said there are more adults at night, enjoying beer and wine and more kids during the day. The facility will end up with 200 games. Mr. Zuker said only five (5) bike racks are needed, and the code calls for 40 bike racks. Mr. Zuker said the businesses that face east all have window tinting. He said the tint would have pictures of games on the outside and when inside, looking out, it is clear. Mr. Zuker said 40 Tesla supercharging stations were recently installed at the plaza. He noted while the cars are being charged, the drivers will have time on their hands and can visit Bravo, Goodwill and Play Money. Mr. Zuker said mostly kids work at Play Money, so there is no need for police vetting of employees, since there will be no gambling. Mr. Zuker said taxes will not be collected for each machine since no money is put into the machines. He said Play Money wants to open for the school season. Mr. Zuker concluded by saying Play Money is like a mini Dave and Busters.

Mr. Heaning said he is in favor of the application, if kids can come in. Mr. Heaning suggested 10 bicycle racks instead of 40.

Brian Arruda, owner of Play Money Family Fun Center, said they have groups of children and busloads of kids coming for field trips and birthday parties to their Stuart location. He said they would not be serving food, but food could be brought in. He said anyone can come in and play, and he feels he can grow his business in Fort Pierce.

Mr. Freeman recommended highlighting what pieces of the Amusement Arcades and Arcade Amusement Centers zoning code are needed and what the applicant can be exempt from.

Motion was made by John Heaning, and seconded by Gloria Baxevanis to forward a recommendation of approval of the Conditional Use to the City Commission with the following conditions from Section 125-325 - Amusement Arcades and Arcade Amusement Centers.

1. 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.
2. Amusement arcades or arcade amusement centers shall operate in full compliance with all state and federal law.
3. No sign 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.
4. All entrances shall be adequately lighted.
5. 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 no smoking and no drugs.
6. 10 Bicycle racks shall be installed and 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.
7. All amusement arcades or arcade amusement centers must provide public restrooms in accordance with applicable country health department requirements.
8. Lighting for parking lots must satisfy lighting requirements of section 125-315(g)(1) prior to the issuance of a business tax receipt.
9. Landscaping must comply with the requirements of the city's landscaping ordinance prior to the issuance of a business tax receipt.
10. 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.
11. 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.
12. Parking shall be provided at a rate of three-fourths parking spaces per machine (or three spaces for every four machines).
13. Provide an operating plan consisting of an interior layout plan drawn to scale showing the location of all machines, devices, equipment and access ways, and such other information as may be reasonably requested.
14. Amusement arcades or arcade amusement centers that serve food or provide catering services on premises must be licensed by the department of health, department of business professional regulation, or department of agriculture and consumer services.
15. The city commission shall determine if the health, safety, or general welfare have been provided for with any waiver request and may impose any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.
16. The city commission may not waive distance restrictions imposed by subsections (a)(4) and (a)(5) of this section.
17. The city commission shall consider the following for any waiver request:

- The actual location and distance of the proposed establishment with respect to other places of business licensed to sell intoxicating beverages, whether on or off the premises;
- The type and size of the establishment, including the number of machines, seating capacity, and whether, in view of such type or size, the proposed establishment is likely to create a public nuisance or traffic impediment by drawing crowds or persons milling about outside the building;
- Whether adequate parking and landscaping for the facility is provided so as to meet the requirements set forth in sections 123-37 and 125-316;
- Whether the facility is physically separated or well-buffered from all adjacent

residentially zoned areas;
- Whether traffic generated by patrons or pickup/delivery vehicles will pass through low or moderate density residentially zoned neighborhood;
- The number of police calls to the proposed location and/or adjacent properties within the past year.

18. Florida law compliance. It is not the intent of this section to allow amusement arcades or amusement that:
- Mimic the look and feel of gambling venues which are prohibited by law.
- Include any game, machine or device that violates any provision of state and federal law, including, but not limited to, F.S. ch. 849.
- All amusement arcades or arcade amusement centers shall operate in full compliance with all state statute requirements and other applicable laws.

AYE: Gloria Baxevanis, John Heaning, Uline Daniel, Alexander Edwards, Chair Nichelle Clemons

Passed

e. **Major Site Plan Amendment - Kings Highway Commerce Center**
2313-332-0000-010-0, 2313-333-0001-000-7, 2313-331-0000-000-4

Mr. Gilmore gave an overview of the application. He stated the Major Site Plan Amendment application is the result of reconsidering design and siting based on a market study by the property owner. He said the request is to construct two (2) flex-space buildings totaling 390,000 square feet of office and warehouse distribution space with associated site improvements. Mr. Gilmore explained that on January 17, 2023, the City Commission approved a Site Plan to construct two (2) flex-space buildings totaling 442,000 square feet of office and warehouse distribution space with associated site improvements. The original approved site plan consisted of approximately 34.813 acres of land, consisting of four (4) parcels of land.

Mr. Gilmore stated the applicant provided an alternate site plan with the truck loading facing south on White Road with a 6-foot wall to block the loading view. Mr. Gilmore said the wall needs to be moved to the north, painted, and include architectural embellishments, and the landscaping will need to be placed on the outside of the wall.

Jeff Iravani, Applicant Representative, stated the revised site plan has the loading on the south side, which is extremely important for truck circulation not mingling with car traffic. He said most trucks come from the south and the main entrance does not have a left turn-out at Kings Highway. Trucks would have to use White Road to go south, and it is a difficult turn between the building, the lake and vehicular traffic. Mr. Iravani said the wall is back eight (8) feet and the trees and landscaping will be in front of the wall. The purpose of the wall is to block the loading area. He noted there would be a 10-foot landscape buffer with bio swales and trees. Mr. Iravani's presentation showed a clear line of sight.

Mr. Heaning asked if the roads could be widened to accommodate the trucks.

Mr. Edwards asked if the wall had been reviewed by the fire department and reviewed for setbacks and traffic. Mr. Edwards also asked how the removal of the 2nd lake would be replaced.

Mr. Iravani said the roads are 30 feet wide and designed for 60-70 foot trucks and can only be widened so much. He noted that truck circulation, not interacting with employee cars, is very important. Mr. Iravani says there are no visibility issues and the DOT requirements

have been met. He also stated bio swales and dry retention are being added, and they meet South Florida Water Management District water and drainage requirements.

Mr. Heaning asked if staff had a problem with vehicles on White Road.

Mr. Freeman said either design would work. The alternative design provided by the applicant is easier for trucks getting in and out. He stated the first proposal meets more of the city's design guidelines. Mr. Freeman noted the size of the building could be reduced to increase the turn radius. He said the argument is functionality over form.

Ms. Daniels suggested reducing the size of the building if the applicant wants the alternate site plan.

Motion was made by Gloria Baxevanis, and seconded by John Heaning to forward a recommendation of approval to the City Commission with the following four conditions:

1. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required: The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

- 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.
- 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.

In case of violation:
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.

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. 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 conducted before the issuance of a Building Permit.

4. After completion of the Unity of Title and Lot Combination, please submit a General Address Request Form for the newly created Parcel ID and for each proposed building.

AYE: Uline Daniel, Alexander Edwards, John Heaning, Chair Nichelle Clemons
Passed

f. **Waiver of Distance - Convenience Store - 908 Avenue D**

Ms. Driver gave an overview of the application and stated a Waiver of Distance approval is needed for the applicant to receive approval for a 2APS alcohol license for off-premise consumption. Ms. Driver said the parking is not formally provided and there is no current landscape or landscape plan. She said there is no lighting on the adjacent empty lot used customarily as parking, but there is lighting on the roadway. Ms. Driver said the convenience store is 1,800 square feet and has a C-3, General Commercial zoning and a Future Land Use of GC, General Commercial.

Ms. Driver stated staff recommended denial of the application due to the landscaping, access control, parking, and accessibility requirements not being met.

Mr. Freeman stated the applicant does not control the corner lot, which is currently being used for parking.

Mr. Heaning asked if there is the possibility of obtaining the corner lot and if there is a need for access behind the building. Mr Freeman said the applicant would need a parking agreement with the property owner, cross access agreement, stormwater and landscaping to use the lot for parking. Mr. Hearing said he walked down the street and many of the church members did not like the idea of alcohol being sold at the food store.

Chair Clemons expressed her concerns about a daycare being across the street. Mr. Edwards asked about the ADA parking requirement.

Yaser Mahmoud, applicant, stated the building is very old, and the only option for handicap parking is behind the building. Mr. Mahmoud expressed that alcohol would not be consumed on the premises and there was no place to sit and drink. He said the area needed a store and the alcohol sales would help his business and the area. Mr. Mahmoud said he was told that customers could park in the empty lot even though the empty lot does not belong to his building.

Chair Clemons stated the applicant has to meet ADA guidelines and, legally, he does not have access to ADA parking. There is no egress to put parking in the back of the store. An alcohol license cannot be issued without ADA parking.

Motion was made by John Heaning, and seconded by Uline Daniel to hold the application for further review by the applicant.

AYE: Alexander Edwards, John Heaning, Gloria Baxevanis, Uline Daniel, Chair Nichelle Clemons

Passed

7. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

8. **DIRECTOR'S REPORT**

Mr. Freeman said the amendment to the Planned Development code was approved by the City Commission on the first reading. The 2nd reading for approval is June 17, 2024. He said he expects to receive a fair number of applications. With the new Planned Development code, the Board can ask for improvements beyond what the code says for design, traffic and

stormwater.

Mr. Freeman said a number of definitions have changed because of state statute. He stated he is waiting for the legal department to review the definition zoning text amendments.

9. BOARD COMMENTS

Ms. Daniel asked what can be done about the flooding in the city and how the drainage can be improved.

Mr. Freeman said a lot of buildings in Fort Pierce do not meet the stormwater requirements. He stated newer buildings have higher standards to meet. Mr. Freeman said with new development proposals the city can ask the applicant to do a bit more than has been done in the past to increase the standard. Mr. Freeman said economic development in downtown will pay for itself with upgraded stormwater and roads. He noted the older neighborhoods will take time to meet the new building code. He said Public Works and Engineering are always working on flooding issues.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use: No New Construction – 2765 Peters Road – 2324-311-0005-000-1

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: June 16, 2024

NOTICE BY MAIL: June 13, 2024

NOTICE BY SIGNS: June 4, 2024

VERIFIED BY: Kerry C. Driver **TITLE:** Planner

SIGNATURE:  **DATE:** June 11, 2024

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT 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:

06/16/2024

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 06/16/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost:	$147.84		
Tax Amount:	$0.00		
Payment Cost:	$147.84		
Order No:	10282530	# of Copies:	
Customer No:	1126527	0	
PO #:	LSAR0115979		

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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, July 1, 2024, hold a Public Hearing 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:

1. Application for a Major Site Plan Amendment (Development Review & Design Review) by property owners, J. A. Development Partners, LLC, Shad Properties Group LLC, and Matthew Lyle Wynne II LLC, and Authorized Agent, Jeff H. Iravani, Inc., to construct two (2) flex-space buildings totaling 390,000 square feet of office and warehouse distribution space with associated site improvements the northeast corner of South Kings Highway and White Road in Fort Pierce, Florida, more specifically located at Parcel Control Number(s): 2313-332-0000-010-0, 2313-333-0001-000-7, and 2313-331-0000-000-4.

2. Application for a Conditional Use- No New Construction submitted by applicant Bryan Arruda to operate 13,600 square feet for use of Play Money: Family Fun Center located at 2765 Peters Road, Bay #'s 22-28, more specifically located at Parcel Control Number: 2324-311-0005-000-1.

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
June 16 2024
LSAR0115979

City Commission Regular Meeting - 5:05 pm **12. d.**

Meeting Date: 07/01/2024

Re: Crownman - FLUMA

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 24-021 - 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 one (1) parcel generally located at or near 515 South 2nd Street, from City of Fort Pierce (OP) Offices-Professional and Business Services to City of Fort Pierce (CBD) Central Business District; providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith; and providing for an effective date. Subject Parcel: 2410-810-0002-000-6. - FIRST READING

SUMMARY:

Request for review of application for a Future Land Use Map Amendment of one (1) parcel of land to change the Future Land Use designation from Offices-Professional and Business Services (OP) to Central Business District (CBD).

RECOMMENDATION:

Staff recommends that the City Commission APPROVE the proposed FLUMA.

- The subject parcel is adjacent to existing FLU Designations of CBD, Central Business District.
- Consistent with Section 125-136 of City Code & the Comprehensive Plan
- Does not adversely affect the public health, safety, convenience and general welfare

ALTERNATIVES:

- Approve with changes.
- Disapprove.

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 24-021
Staff Presentation
Staff Report
Staff Report Supporting Documents
Application and Supporting Documents
Public Notice Certification
CA Memo
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/18/2024 09:15 AM

Form Started By: Vennis Gilmore
Started On: 06/13/2024 05:23 PM
Final Approval Date: 06/18/2024

ORDINANCE NO. 24-021

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 ONE (1) PARCEL GENERALLY LOCATED AT OR NEAR 515 SOUTH 2ND STREET, FROM CITY OF FORT PIERCE (OP) OFFICES-PROFESSIONAL AND BUSINESS SERVICES TO CITY OF FORT PIERCE (CBD) CENTRAL BUSINESS DISTRICT;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is one (1) parcel, Parcel ID: 2410-810-0002-000-6, generally located at or near 515 South 2nd Street, within the City of Fort Pierce, Florida, representing approximately 0.49 acres of land more or less; and

WHEREAS, a map depicting the subject property is attached as “Exhibit A” hereto; and

WHEREAS, the subject property is generally located at or near 515 South 2nd Street, is presently designated OP, Offices-Professional and Business Services; and

WHEREAS, the applicant seeks a Future Land Use Map Amendment of the subject property, generally located at or near 515 South 2nd Street, from OP, Offices-Professional and Business Services to CBD, Central Business District; and

WHEREAS, the proposed Future Land Use Map Amendment is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs, will meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code section 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their September 11th, 2023 meeting, voted 6 to 0 to recommend approval of the proposed Future Land Use Map Amendment for the parcel; and

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

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to section 163.3187, Florida Statutes; and

WHEREAS, the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

WHEREAS, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

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

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

SECTION 2. The Comprehensive Plan of the City of Fort Pierce is hereby amended as follows:

From and after the effective date hereof, the following property legally described as:

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4113, PAGE 374)

ANDREWS AND RICHARDS S/D THAT PART OF LOT 1 LYG WLY OF S 2ND ST AND THAT PART OF NLY 47.6 FT OF LOT 2 LYG WLY OF S 2ND ST

SAID PARCEL CONSISTING OF 0.49 ACRES MORE OR LESS

Said property being generally located at or near 515 South 2nd Street, in Fort Pierce, Florida shall be, and the Future Land Use Designation is hereby changed from OP, Offices-Professional and Business Services, to CBD, Central Business District, as depicted on Exhibit “A”, attached hereto, and incorporated herein.

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 but 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 of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara 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. 24-021 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on Juneth, 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 Julyst, 2024; and was duly introduced, read by title only, and passed on second and final reading Julyth, 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 16th day of July 2024.

_____
Linda Hudson

Mayor Commissioner

ATTEST:

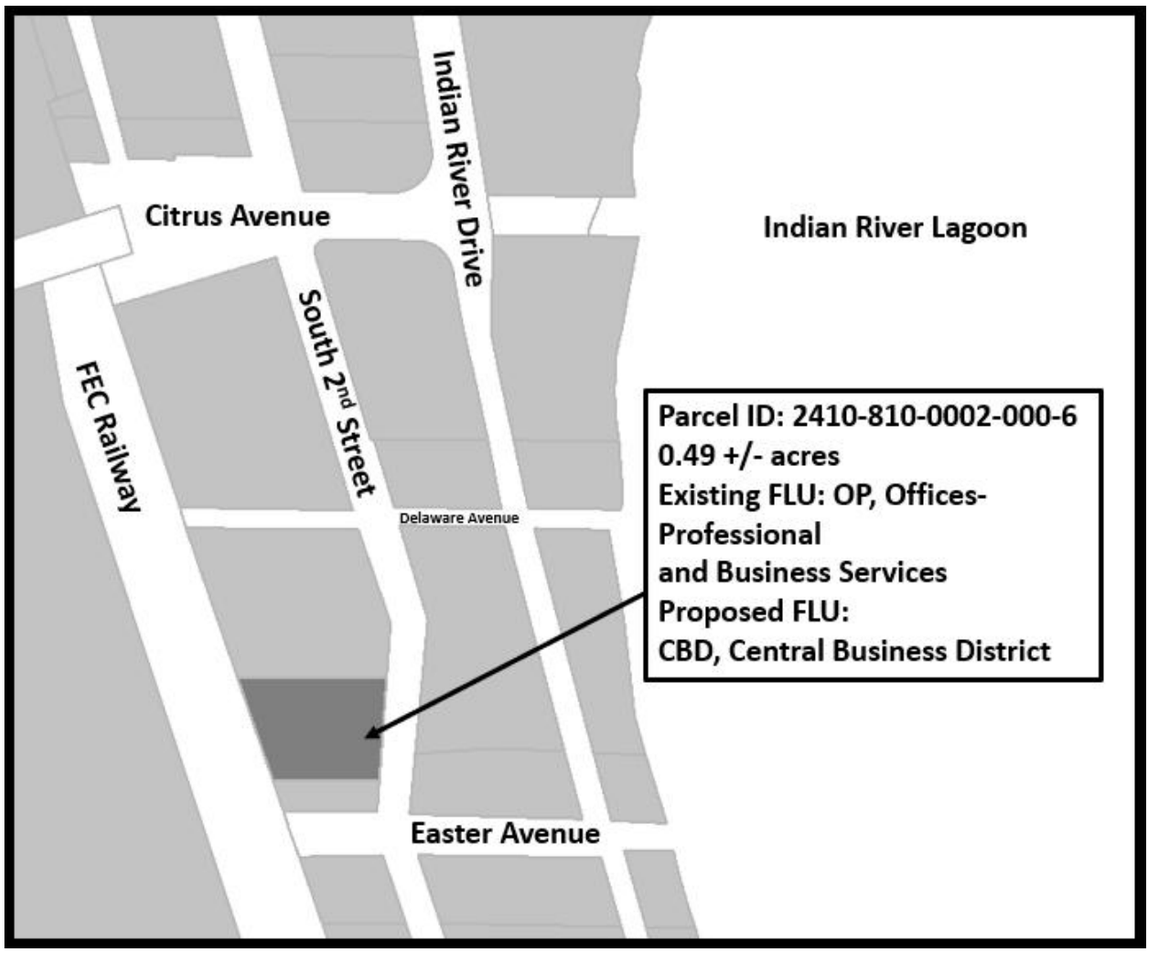
_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Proposed Future Land Use

Central Business District, CBD



CITY OF FORT PIERCE

CITY COMMISSION

July 1st, 2024

CROWNMAN – FLUMA

515 South 2nd Street

(2410-810-0002-000-6)

APPLICANT/REPRESENTATIVE

Kris Einstein

PROPERTY OWNER(S)

Walter and Cheryl Brett

PARCEL ID #(S):

2410-810-0002-000-6

SUMMARY

Request for review of application for a Future Land Use Map Amendment of one (1) parcel of land to change the Future Land Use designation from Offices-Professional and Business Services (OP) to Central Business District (CBD).

SITE LOCATION



SITE AREA= 0.49 +/- Acres

TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed FLUMA with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

PLANNING BOARD RECOMMENDATION

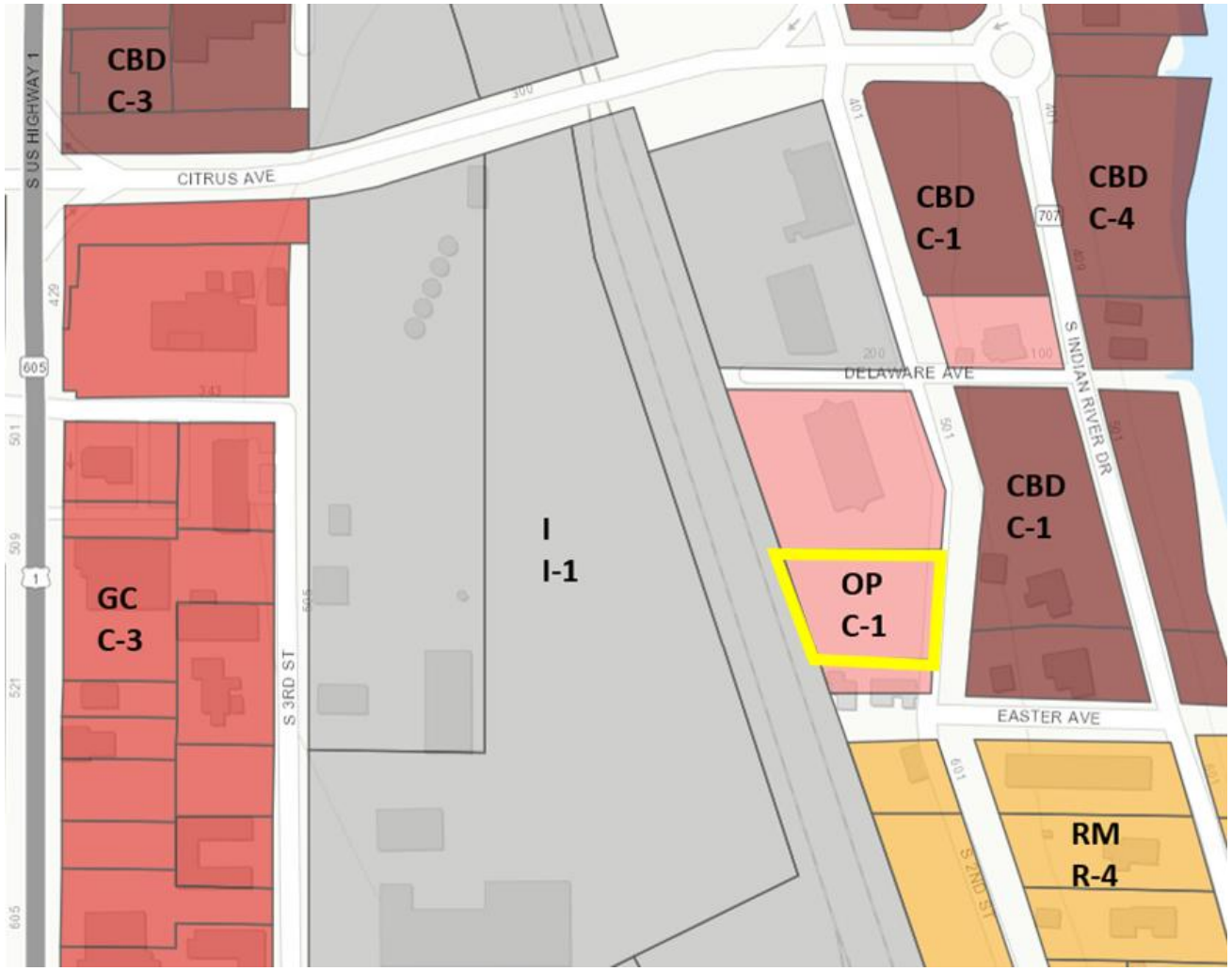
The Planning Board unanimously recommended approval of the proposed FLUMA, at their September 11th, 2023, meeting.

EXISTING/PROPOSED FLU - ZONING

Current FLU:
OP, Offices-Professional and Business Services

Current Zoning:
C-1, Office Commercial Zone

Proposed FLU:
CBD, Central Business District



FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - CROWNMAN

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.49	21,344.4

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	OFFICES (OP)	18	8	1.0	21,344.4 SQ.FT
PROPOSED	CENTRAL BUSINESS DISTRICT (CBD	30	14	3.0	64,033.2 SQ.FT
	INCREASE / (DECREASE)		6		42,688.8 SQ.FT

Staff recommends that the City Commission APPROVE the proposed FLUMA.

- ❑ **The subject parcel is adjacent to existing FLU Designations of CBD, Central Business District.**
- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **<u>Alternative actions of the City Commission:</u>**

- Approve with changes.

or

- Disapprove

CITY OF FORT PIERCE

CITY COMMISSION

July 1st, 2024

CROWNMAN – FLUMA

515 South 2nd Street

(2410-810-0002-000-6)

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: CROWNMAN – FUTURE LAND USE MAP AMENDMENT

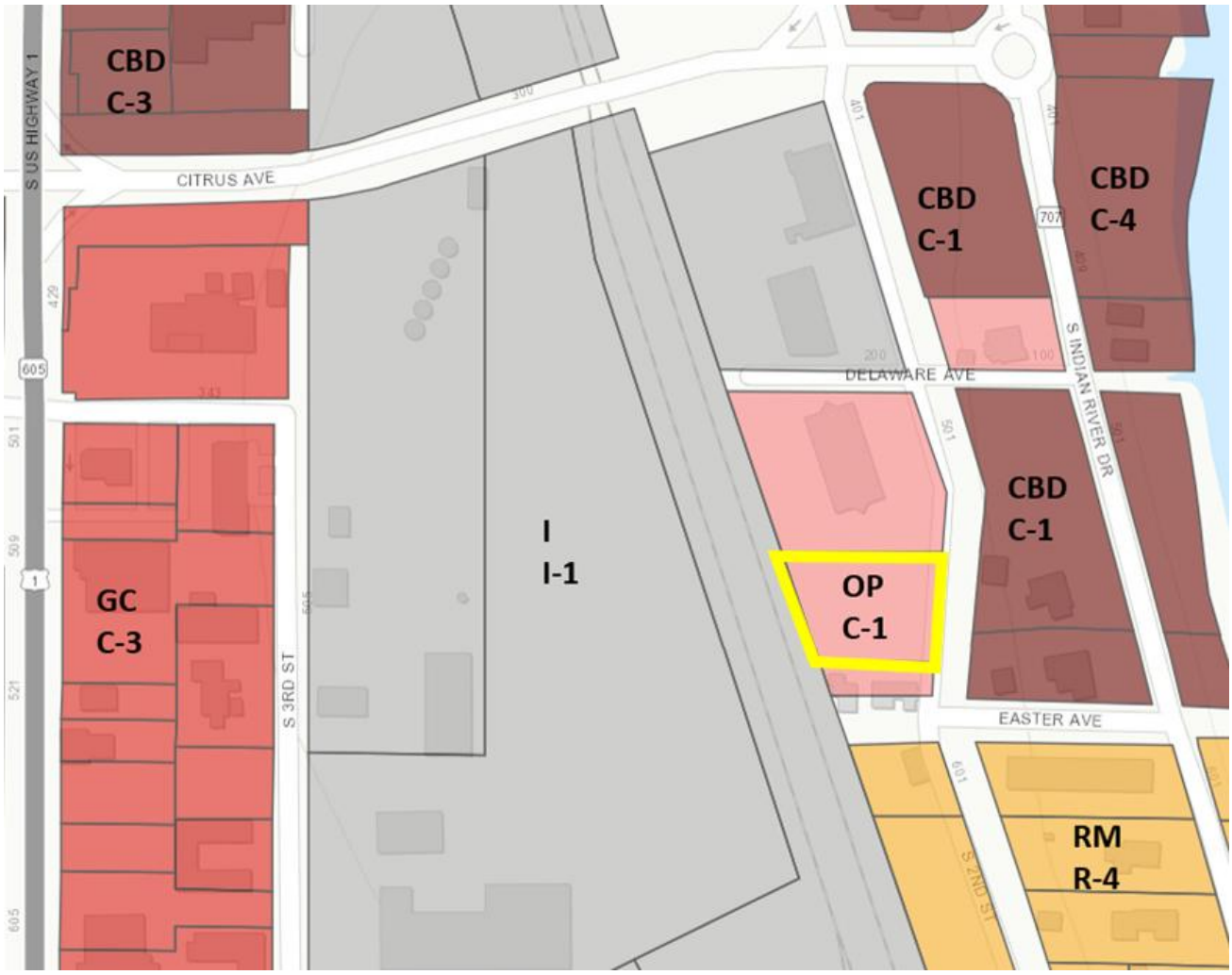
REVIEWER: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

DATE: JUNE 14, 2024

STAFF REPORT

Owner:	Walter and Cheryl Brett
Applicant/Representative:	Kris Einstein
Requested Action:	Future Land Use Map Amendment to CBD, Central Business District
Location:	515 South 2nd Street
Parcel IDs:	2410-810-0002-000-6
Current Zoning:	C-1, Office Commercial Zone
Future Land Use:	OP, Offices-Professional and Business Services





Surrounding Zoning:

North	East	South	West
C-1	C-1	C-1	I-1

Site Area: **+/-** 0.49 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis:

Request
Request for review of application for a Future Land Use Map Amendment of one (1) parcel of land to change the Future Land Use designation from Offices-Professional and Business Services (OP) to Central Business District (CBD).

Staff recommends that the City Commission APPROVE the proposed FLUMA.

- The subject parcel is adjacent to existing FLU Designations of CBD, Central Business District.
- Consistent with Section 125-136 of City Code & the Comprehensive Plan
- Does not adversely affect the public health, safety, convenience and general welfare

Existing Conditions
The site is currently vacant land. The subject parcel has a total of approximately 0.49 acres. The site is surrounded by an office building to the north, Florida EastCoast Railway to the west, and residential to the east and south.

Current Comprehensive Plan
The subject property is currently designated with an OP, Offices-Professional and Business Services future land use. The designation is intended for office and limited commercial developments or horizontal and vertical mixed-use developments. Commercial uses that do not directly sell, store, or display goods, and generate limited auto trips are allowed within this district. Permitted uses allowed within this designation include limited convenience commercial uses, restaurants, and hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. Multifamily residences also allowed. This land use designation allows a maximum density of 18 dwelling units per acre and a maximum FAR of 1.0. Residential uses shall comprise up to 20 percent of the total floor area of the OP future land use designation.

Proposed Comprehensive Plan
The CBD designation provides for mixed-use development that may include office commercial/retail, and residential. The CBD is intended to provide for higher density mixed-use development within downtown Fort Pierce. Uses within the CBD shall include residential (condominiums, apartments, and single family, attached and detached); office including, but not limited to, including artist work and sales space; retail including, but not limited to, boutiques, cafes, and restaurants; fuel sales; hotels/motels; parks and recreation; governmental facilities; complementary parks and parking facilities. This land use designation allows a maximum density of 30 dwelling units per acre and a maximum FAR of 3.0. Key characteristics of CBD shall include:

- Compact and intensive development pattern on a pedestrian scale;
- Buildings oriented to the street and define the streetscape and civic spaces;
- Development design that encourages pedestrian-oriented activities with plazas, cafes, bookstores, and restaurants that draw a variety of people;
- Vertical and horizontal integration of residential and non-residential uses;
- Good connection to transit and pedestrian facilities;
- Public parks and open space areas within walking distance of development;

- Parking that is integrated into street design and buildings or placed in separate structures; and
- Wide sidewalks with appropriate pedestrian amenities.

Residential uses shall comprise a minimum of 25 percent of the total floor area of the Central Business District future land use designation. Single family uses shall only be permitted as a part of an overall mixed-use development which includes office, commercial, artisan, or retail.

Maximum Buildout Potential

FLU COMPARISON - CROWNMAN

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.49	21,344.4

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	OFFICES (OP)	18	8	1.0	21,344.4 SQ.FT
PROPOSED	CENTRAL BUSINESS DISTRICT (CBD	30	14	3.0	64,033.2 SQ.FT
	INCREASE / (DECREASE)		6		42,688.8 SQ.FT

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 Supporting Documents.
Fort Pierce Building Department
See Supporting Documents.
St. Lucie County Planning Department
No comments received.
St. Lucie County PW/Engineering
No comments received.
Fort Pierce Police Department
See Supporting Documents.
City Clerk Office
No comments received.
Code Enforcement
No comments received.
Fort Pierce Utilities Authority
See Supporting Documents.
St. Lucie County Fire District
See Supporting Documents.

Florida Department of Transportation
No comments received.
St. Lucie County School Board
No comments received.
St. Lucie Transportation Planning Organization
No comments received.
St. Lucie County Transit – Area Regional Transit
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 City Commission.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of the proposed Future Land Use Map Amendment, at their September 11th, 2023, meeting.

Staff Recommendation:
Staff recommends that the City Commission **APPROVE** the proposed Future Land Use Map Amendment to CBD, Central Business District.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Ryan Altizer, Senior Planner

FROM : Tracy Telle, Assistant City Engineer TT

RE : 515 S. Indian River Drive – Crownman Development Rezoning (PD Bubble Plan) and FLUMA

DATE : August 15, 2023

This is to advise you that we have completed the review of the following documents as received by this office on August 3, 2023:

- [X] Rezoning & FLUMA 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 w/ conditions
- [ ] Do Not Recommend

- [ ] Rezoning & FLUMA
- [ ] 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 engineering conditions of approval

ENGINEERING CONDITIONS OF APPROVAL:

1. The City of Fort Pierce Code of Ordinances Section 125-212 specifies submittal requirements relating to obtaining a "PD" zoning. These include but are not limited to a site plan, landscape plan, perimeter buffers, vehicular and pedestrian circulation, etc. This submittal did not provide this particular information as the project is being presented as a "Bubble Plan" and is currently deemed conceptual. Therefore, the engineering department reserves the right to provide review comments upon submittal of final development plans.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 8.17.23
Property Address: Future Land Use Map Amendment and Rezoning (PD) – Crownman - 515 S. Indian River Drive – Parcel IDs: 2410-810-0001-000-9, 2410-810-0002-000-6

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☑ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☑ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☑ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☑ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

* Several Open permits Exist on the property

Building Official's or Representative's Signature _____ Date: 8/15/23

Technical Review Committee meeting

Aug 17, 2023

Case #: No project ID provided in review packet

Planner: City of Ft. Pierce Planning Department

FLUMA / Rezoning.

Crownman FL, 515 South Indian River Dr., Fort Pierce, FL

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT #:

Future Land Use Map Amendment and Rezoning (PD) – Crownman - 515 S. Indian River Drive – Parcel IDs: 2410-810-0001-000-9, 2410-810-0002-000-6

Comments

FPUA W/WW Engineering: Water and sewer are available to the parcel.

FPUA Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.

FPUA Gas: Approved.

FPUAnet Fiber: FPUAnet Approves;
If client would like service from FPUAnet Communications, please contact Eric Peters at (772)468-1697 for Fiber internet requirements if service is desired.



FPUAnet – Developer Letter...

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

City of Fort Pierce Planning Department
ATTN: Technical Review Committee
100 N. US Highway 1
Fort Piece, FL 34950

May 12, 2023

Dear Technical Review Committee,

This letter serves as an introduction and a request for your assistance in informing developers that municipal high-speed fiber internet may be available to them. As a full-service utility provider, FPUA offers not only electric, water, wastewater, and natural gas, but also FPUAnet: An established local internet services provider with 20 years of experience. Over the years, we have established ourselves as a trusted and reliable communications partner for agencies such as Indian River State College, St. Lucie County, the Fort Pierce Police Department, and more.

FPUAnet provides reliable, high-speed connectivity, linking Fort Pierce to an ever-evolving digital world:

- Scalability meeting growing demands of Fort Pierce.
- Gigabit internet throughout the entire service area.
- High-quality internet to rural and low-income areas.
- Faster and more affordable than privately owned ISPs.

FPUAnet pledges responsive, personalized service in development of scalable fiber network internet services capable of expanding with our growing community. Most of all, FPUAnet provides local stewardship of Fort Pierce's infrastructure. FPUAnet is an ideal partner for fiber Internet services. PLUS, by choosing FPUAnet, a municipal fiber network provider, developers ensure investment in the Fort Pierce's Smart City infrastructure.

Today, FPUAnet is rapidly expanding its fiber internet services spanning newly developed areas, and reaching upcoming sub-division projects. Our team will work closely with developers to prioritize network design that will meet emerging growth needs of commercial, academic, governmental and residential fiber network demands.

We appreciate your support as a trusted partner in future developments. For more information, visit our website at www.fpuanet.com or contact Mr. Eric Peters, sales associate at telephone: 772-466-1600 ext. 3311 or via email: peters@fpua.com.

Sincerely,

Eric Peters
FPUAnet Sales Account Representative

From: AElizondo@slcfd.org
To: Vennis Gilmore
Subject: FLUMA and Rezoning - Crownman 515 S Indian River Drive
Date: Monday, August 14, 2023 12:50:24 PM

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Good afternoon,

The Fire District has no comments for this project. Thank you and have a great day.

Captain Andres Elizondo, MA, FO, CFEI
Community Risk Reduction Division
St. Lucie County Fire District
Office: 772-621-3379|Mobile: 772-579-0368
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Port St. Lucie, FL 34983

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, SEPTEMBER 11, 2023, 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: Uline Daniel; Nichelle Clemons; Anton Kreisl; John Heaning; Alexander Edwards; 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

Motion was made by John Heaning, and seconded by Nichelle Clemons to excuse the absence of Mr. Edwards from the August 14, 2023 meeting.

AYE: Nichelle Clemons, Anton Kreisl, John Heaning, Alexander Edwards, Uline Daniel, Chairman Frank Creyaufmiller

Passed

5. APPROVAL OF MINUTES

a. Minutes from the August 14, 2023 meeting

Motion was made by John Heaning, and seconded by Uline Daniel to approve the minutes from the August 14, 2023, meeting with the addition to the motion on item 6c.

AYE: Anton Kreisl, John Heaning, Alexander Edwards, Uline Daniel, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. Future Land Use Map Amendment - Crownman PD - S. 2nd Street (Parcel ID: 2410-810-0002-000-6)

Mr. Gilmore gave an overview of the application and answered questions from the Board. He said the request is for a Future Land Use Map Amendment of one (1) parcel of of land, approximately .52 acres, to change the Future Land Use designation from Office-Professional and Business Services (OP) to Central Business District (CBD). Mr. Gilmore said the current zoning is C-1, Office Commercial and the proposed zoning is PD, Planned Development.

Mr. Freeman made a correction to the Future Land Use comparison chart. He said the proposed maximum density for the Central Business District (CBD) is 30 and the maximum number of units is 15, which is an increase of six (6) residential units. He noted the maximum density is the maximum allowed but might not be sited.

Kris Einstein, Applicant, stated the Future Land Use change is for the vacant parcel of land. The purpose is to tie the lot in with the other properties they own to be more cohesive and to flow better.

John Essen, resident, questioned the number of residential units allowed, and he said a huge development is not what the historical residential neighborhood is all about.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to approve the Future Land Use Map Amendment to change one (1) parcel from OP, Office Professional and Business Services to CBD, Central Business District.

AYE: John Heaning, Alexander Edwards, Uline Daniel, Nichelle Clemons, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

7. NEW BUSINESS

a. Annexation - Jules Annexation - Parcel IDs: 2417-331-0005-000-8, 2417-331-0003-000-4 and 2417-331-0004-000-1

Mr. Altizer gave an overview of the application and answered questions from the Board. Mr Alitizer stated the application is for an annexation of three (3) parcels, with a City Future Land Use of GC, General Commercial, and a City Zoning of C-3, General Commercial.

Mr. Freeman stated the majority of the area on the zoning map is general commercial and the annexation is in the pattern of development within the city.

Jazz Jules, Applicant and Owner, said she was concerned with the parcel ID's on the warranty deed being different from the application. Mr. Altizer suggested Ms. Jules contact the property appraiser's office to fix the error.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval for the Annexation to the City Commission.

AYE: Uline Daniel, Nichelle Clemons, Anton Kreisl, John Heaning, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

b. **Zoning Atlas Map Amendment - Crownman PD - 515 S. Indian River Drive & S. 2nd Street (2410-810-0001-000-9, 2410-810-0002-000-6)**

Mr. Gilmore gave an overview of the application. He stated the review is for a Zoning Atlas Map Amendment of two (2) parcels of land totaling approximately 2.42 acres to change the zoning classification from Office Commercial (C-1) to Planned Development (PD). The current Future Land Use is OP, Office-Professional and Business Services and the proposed Future Land Use is CBD, Central Business District, which was recommended in item 6a. Mr. Gilmore showed the conceptual "bubble" plan, site data, and permitted uses.

Mr. Freeman explained the 15 conditions are listed because a final site plan has not been submitted. He noted that general zoning uses were provided, and the applicant will have to go through the full site plan process when they are ready.

Chairman Creyaufmiller asked staff about the general feeling of all the uses that are listed.

Mr. Freeman stated the uses listed is helpful and sets up more parameters. He said all uses are subject to site plan review and consideration of neighboring properties.

Mr. Kreisl asked the purpose of having an exceptionally broad list of uses. He stated he wants to be sure the site plan comes before the Planning Board before the use is determined.

Mr. Freeman explained a Planned Development (PD) overrides a particular zoning district and the site plan locks in the uses. He said the applicant outline the uses that can be used in this conceptual Planned Development. Mr. Freeman highlighted that anything that happens with the PD would be a major amendment that comes back to the Board for site plan review.

Ms. Einstein stated the list of uses is from the current permitted and conditional uses listed on the use table. Ms Einstein noted the area is a hodgepodge area of single family residences, commercial and office professional. The number of uses allows for more flexibility on the property. Ms. Einstein said the back lot may be used for parking.

Motion was made by Nichelle Clemons, and seconded by Uline Daniel to forward a recommendation of approval of the Zoning Map Atlas Map Amendment from C-1, Office Commercial to PD, Planned Development with the associated conceptual site plan and 15 conditions listed below:
1. If the applicant intends to phase the project due to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units, The Planned Development Final Site Plans must adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): Phasing. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous

development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases. A development phasing schedule indicating:

a. The approximate date when construction of the project can be expected to begin.
b. The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.
c. A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

2. Per City Code Section 125-212(c)(1)(e), Any Site Plan phase applications must submit zoning regulations and a list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.
3. Per City Code Section 125-212(b)(3), In all planned developments at least 20 percent of the site shall be devoted to open space, regardless of project size or intended use; open space shall be land devoid of any aboveground structures or buildings, except pergolas, gazebos, pavilions or other open-air structures; or landscape structures such as terraces, planters, walls or retaining walls. Open space may include natural areas, buffer areas, upland habitats, including those areas of on-site preservation required by the other provisions of this Code; recreation areas, but not including swimming pools, tennis courts or other impervious activity areas; but may include parks, golf courses, sports fields; bicycle, pedestrian or equestrian paths and facilities; common open space, common landscaping or planting areas; stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner; water features, conservation areas or other areas intended for public purposes other than street or road rights-of-way, but shall exclude aquatic areas for conservation and development (A-1 and A-2 zoning).
4. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.
5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.
6. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.
7. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.
8. Prior to submittal of Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.
9. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.
10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.
12. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.
13. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

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

AYE: Alexander Edwards, Uline Daniel, Nichelle Clemons, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

c. **Zoning Atlas Map Amendment - Martin & Sons Planned Development - 1038 S. 37th Street**

Mr. Altizer gave an overview of the application. He stated the request is for a Zoning Atlas Map Amendment of one (1) parcel of land, approximately 5.20 acres, to change the zoning classification from Residential Single-Family – Three (3) Units Per Acre, E-3, to Planned Development, PD. The Future Land Use is RL - Low Density Residential. Mr. Altizer said the Planned Development would potentially allow a greater range of housing than what is allowed currently in the E-3 Zoning district. Under the current E-3 zoning, single-family detached houses are the only housing type permitted. The underlying Future Land Use of Low Density Residential is not subject to this amendment and therefore the overall permitted density of the property will remain at a maximum of 6.5 dwelling units per acre which equals 33 dwelling units. The E-3 zoning would, in this case, allow up to 15 dwelling units, unless subject to an innovative residential development.

Franco Prado, Applicant, stated he is looking for flexibility in development. He said with the current zoning he is only allowed to build a duplex, townhouse or single family home.

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to forward a recommendation of approval for a Zoning Atlas Map Amendment of one (1) parcel of land to change the zoning classification from Residential Single-Family – Three Units Per Acre, E-3, to Planned Development, PD. to the City Commission with the following conditions:

1. A Final Plat is needed to subdivide the parcel into the proposed lots for the PD.
2. Prior to development, a Final PD site plan application shall be submitted as a Major Amendment to the PD zoning.
3. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.
4. Prior to the final Certificate of Occupancy, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site.

Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.

5. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.
6. A detailed stormwater and drainage plan and statement shall be submitted at time of Final PD site plan.
7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
8. The Final PD site plan shall include a development phasing schedule indicating the approximate date when construction of the project can be expected to begin and the number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.
9. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.
10. The Final PD site plan shall include quantitative data for the total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; residential gross densities; total amount of open space; and the total amount of nonresidential acreage.
11. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.
12. The Final PD site plan shall contain the following information, at minimum:

    a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
    b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
    c. The location, size and height of present and proposed buildings and structures.
    d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
    e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.

AYE: Nichelle Clemons, Anton Kreisl, John Heaning, Alexander Edwards, Uline Daniel, Chairman Frank Creyaufmiller

Passed

d. **Site Plan (Development and Design Review) - Treasure Coast General Contractors - 2006 Hartman Road**

Mr. Altizer gave an overview of the application. He stated the site plan application is for a 3,000 square-foot office and 10,000 square-foot shop for the Treasure Coast General Contractor business. Mr. Altizer said the site is approximately 2.29 acres, with a Future Land Use of GC - General Commercial and Zoning of C-3 - General Commercial. Mr. Altizer showed the site plan, site data, landscape plan, and elevations.

Devin Wheaton, Applicant and Owner, said he needs more space for material and to stage distribution. He also stated he needs additional office space with a conference room for

meeting with clients. Mr. Wheaton said he will not be storing any equipment outside. He noted the building is CBS structure and will look nice.

Mr. Kreisl complimented Mr. Wheaton on the elevations and the architectural features on the front of the building.

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to forward a recommendation of approval of the Site Plan to the City Commission with the following condition:

1. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.

AYE: Anton Kreisl, John Heaning, Alexander Edwards, Uline Daniel, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

e. **Final Plat - Fort Pierce Commercial - 5553, 5555 and 5557 Okeechobee Road**

Mr. Altizer gave an overview of the application and stated the Planning Board had reviewed the Preliminary Plat. He stated the request is for a final plat to subdivide three (3) parcels into five (5) platted lots. He said the site is approximately 14.14 acres with a Future Land Use of General Commercial (GC) and a Zoning of C-3, General Commercial.

Aaron Stanton, Applicant Representative, MBV Engineering, answered questions from the Board. He stated the landowner will be responsible for the maintenance of the access road from Okeechobee Road and Jenkins Road, and there will be a Declaration of Covenant with no association.

Motion was made by Alexander Edwards, and seconded by Uline Daniel to forward a recommendation of approval of the Final Plat to the City Commission with one (1) condition:

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111

AYE: John Heaning, Alexander Edwards, Uline Daniel, Nichelle Clemons, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

f. **Major Amendment to a Planned Development Site Plan - Gator Trace Planned Development - 2435-311-0001-000-4, 2435-243-0001-000-6**

Mr. Freeman stated the item before the Board is for a Major Amendment to a Site Plan associated with Phase I of the Gator Trace Planned Development. He said the city is aware of other issues that are subject to legal review at the moment. One of the issues relates to the validity of the development agreement and the other issue is whether the existing PUD can be amended solely in the name of the applicant. Not withstanding the decision of the Planning Board today, the item will not progress to the City Commission until the legal issues are resolved to the satisfaction of the city attorney. Once the issues are resolved the decision of the Planning Board will be taken to City Commission.

Chairman Creyaufmiller stated any testimony that is outside the parameters of the Major Amendment to the Site Plan should not be considered.

Mr. Gilmore gave an overview of the application and answered questions from the Board. He stated the request is for a Major Site Plan Amendment to an existing Planned Unit Development, together with a Design Review of two (2) parcels within the Gator Trace Planned Development. The subject property has a Future Land Use designation of Medium Density Residential (RM) and a Zoning designation of Planned Development (PD). The applicant is requesting to increase the number of allowed units on the two (2) subject parcels from 67 units to 83 units (identified as Phase I within the existing Gator Trace PUD Site Plan). The subject parcels total approximately 6.94 acres.

Mr. Gilmore made the Planning Board aware of an objection letter that was received. Mr. Gilmore said it is not the intent of the application to 'redistribute' the existing allocations of residential units from one part of the Gator Trace Planned Unit Development to another. The City's Comprehensive Plan permits a maximum density of up to 12 dwelling units pre acre, and this application provides a maximum allocation of 83 dwelling units if apportioned to the area of the subject property alone. If a calculation of 'gross area' is applied to the whole Planned Development (PD) then the density would be less. The same calculation of residential units may be applied to other parcels within the PD, with the amendment of the PD, which could potentially increase the residential unit count on those parcels subject to future approvals. Phases I and II of the Gator Trace development are subject to a development agreement dated March 26, 2007, of which all parties, including the City, are aware. The condition 15 (ii) of the development agreement may limit construction access and this requirement will need to be resolved by all parties prior to construction activities occurring on site.

Mr. Gilmore provided the history of the Gator Trace Planned Development. He showed the site plan, landscape plan, and renderings.

Chairman Creyaufmiller clarified the approval of 120 condominium units on May 3, 1999, were built on five (5) parcels, not two (2) parcels.

Mr. Heaning asked if there will be another construction entrance.

Mr. Freeman said we don't know. He said there is a set of development conditions attached to the PD, which is going through the legal process including whether the access is still valid. The development agreement looks at the location as a construction access.

Mr. Freeman answered questions from Mr. Kreisl on the extent of developable property and if 67 units were being proposed, would it still need Planning Board approval.

Mr. Freeman stated the current site plan would be different from the previously approved 67 units, so it would need to be heard by the Planning Board. Mr. Freeman explained there are two phases. Phase I has 67 units and there is a remaining number in Phase II and those numbers accommodate in the overall PD. The proposed amendment to the PD increases the number of units going into Phase I. It does not alter the overall number of units available for anywhere else that were already allocated. The overall total number of units in the PD would be raised to accommodate the differential between the 67 and 84. They are not allocating units from elsewhere to Phase I. They are increasing the number of units that could be built in Phase I, which would thereafter increase the total number of units in Gator Trace.

Mr. Kreisl said the applicant is still limited to the density described.

Mr. Freeman stated there is water retention, stormwater issues, preserve areas and a large

area of golf course that take away buildable area. Mr. Freeman stated the underlying Future Land Use allocates the number of units. The number of units is available for the Future Land Use, but in essence, it should be based on the gross area of the Planned Development and whether they can be accommodated is another question.

Ekrem Uzman, Applicant, Engineer of Record and General Contractor stated the property was purchased in November 2022, and they are proposing 83 units.

Rich Horvath, Listing Broker on the Project, stated they haven't approved the construction road going through their property and the road coming off the back of the property is not wide enough to handle 83 units. He said they are going to put 242 units in that area, so it will be expanded. Mr. Horvath said there is another access road at the end of the property with a gate. The access road needs to be approved through us before the owner can build a road through there, otherwise it will go right through the middle of the golf course.

Scott Godfrey, resident, stated this is a mathematical ploy to go from the residential medium density, by crossing gross area in place of what was used in the original medium density plan. The change to this plan would allow for all future development to go beyond the original plan and exceed those numbers and cause future injury to the Gator Trace Community as a medium density residential designation. He said the development was designed to protect wildlife, have open green space and housing development. The 25% increase to the original number is what we object to. By doing that you are going to change the plan and allow additional units on all succeeding development and that will take us out of the medium density residential zoning district. The final development is inconsistent with the 6.94 acres. The access has to be reconstructed and still has to go through a major portion of the residential units that exist already. The Market Street access does not allow that to happen. There was not an environmental impact done. The city is going to have to provide additional emergency, fire, police services and electric and water services. Mr. Godrey said he did not see a fire hydrant and visitor parking. The previous development, referred to as the Lakeside project, had to conform to the original 2007 agreement. He stated 67 units is the maximum number of units and as soon as you supersede the agreement there will be no protection of maximum development on that property.

Lillian Imparto, resident, lives directly across from the proposed project. She said it is correct there were going to be 120 units originally put in place and only 36 units were built, so 84 units are left. The buildings were four and six unit two-story buildings that are laid out better than townhomes would be. She noted if the back of the townhome units are flat patios, the residents will see a number of golf balls, and they take the chance of getting hurt.

Mr. Uzman, Applicant, clarified they are not proposing more than is allowed. He noted they are allowed 12 units per acre, and they plan to build 83 units. He said the apartment site approved in 2007, with the same zoning and future land use, was approved for 15 units per acre. Mr. Uzman highlighted this site is not even 10 units per acre.

Motion was made by John Heaning, and seconded by Nichelle Clemons 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.

AYE: Alexander Edwards, Uline Daniel, Nichelle Clemons, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

g. **Final Plat - Gator Trace on The Greens – 2435-311-0001-000-4, 2435-243-0001-000-6**

Mr. Gilmore gave an overview of the application. He stated the application is for a Final Plat for (83 platted lots, two (2) Road Tracts, two (2) Stormwater Tracts, one (1) Open Space Tract, one (1) Recreation Tract, and associated easements and buffers) of the Gator Trace on The Greens subdivision. The subject site is 6.94 Acres.

Mr. Freeman stated the application will be subject to the same criteria mentioned during the Major Amendment to the PD. The application will not be moved to the City Commission until the major amendment to the PD is ratified by the City Commission. Planning staff is awaiting the legal confirmation that it can move forward. When that is received, it will move forward to City Commission together with the Major Amendment.

No one spoke for or against the Final Plat.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval of the Final Plat to City Commission with the following condition:

1.The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

AYE: Uline Daniel, Nichelle Clemons, Anton Kreisl, John Heaning, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

h. **Zoning Text Amendments; Establishing Sec. 125-328. Boarding houses and Rooming houses. Amending Sec.125-3. Definitions Generally, Boarding house and Rooming house, Fencing, and amending Sec. 126-187. Allowed Uses, Boarding house and Rooming house, Mobile Homes/Single-Family units, Home Occupations, and amending Sec. 125-318. Home occupations**

Mr. Freeman gave an overview of the zoning text amendments, incorporating the state statute changes.

Mr. Freeman reviewed the existing and proposed definitions of a Boarding House and Rooming House and what a Boarding House unit is. He looked at uses in R-4, Medium Density Residential, R-5, High Density Residential and C-2, Neighborhood Commercial. Mr. Freeman noted there are not a lot of C-2 zones in the city. He explained a new section is proposed for the Use Table for Board Houses and Rooming Houses, and it will be a Conditional Use in R-4, R-5 and C-2 zones to allow more control of the use as it comes forward. Mr. Freeman noted the use is similar to other group living in R-4 and R-5 zoning districts. He highlighted that enforcement is very important, and the proposed code will establish standards for Boarding and Rooming Houses that include: minimum maintenance standards, minimum space requirements and parking requirements. Mr. Freeman stated the applicant could suggest lower parking units to the Planning Board if the location is close to public transportation. He also noted that pre-existing Board and Rooming Houses will have to comply immediately.

Mr. Freeman answered questions from the Board on parking on the grass, how existing Boarding and Rooming Houses in other zones will continue to operate, and grandfathering in of existing Boarding and Rooming Houses for ADA requirements.

Mr. Freeman stated the applicants will have to meet the city parking requirements through the Conditional Use process and meet the building code standards. Existing Boarding and Rooming Houses will be grandfathered in, but they will have to meet the parking requirements in 2 years and any changes to the building or rooms will require a Conditional Use and be subject to maintenance and housing standards. Mr. Freeman stated he will work with Code Enforcement to identify existing Boarding and Rooming houses so that they can meet the parking requirements. Mr. Freeman highlighted that new Boarding and Rooming Houses located within a quarter of a mile of public transportation can request a reduction in parking.

Mr. Freeman reviewed three (3) additional amendments.

Mr. Freeman said state statute allows manufactured, modular and mobile homes in all residential zones to be reviewed the same as single-family homes, except if they have design regulations. He noted that in the R-5 zone, a mobile or manufactured home is a Conditional use.

Mr. Freeman explained there was an issue with the interpretation of the definition of fences erected on vacant or build lots. A fence was counted as an accessory structure, which did not allow for fences on vacant lots. He said there have been lots of issues with dumping on vacant lots. The proposed zoning text amendment is to remove conflicts with Sec. 125-322. - Fences, walls, and hedges; installation, replacement, and maintenance, and the definition of accessory structure, within the city code of ordinances.

Mr. Freeman explained the state statute allows home occupations in any district that allows residential use. The proposed text amendment is changing the code to comply with state statute and also adding C1, C2, and C4 zones and removing portions of the old code that are no longer needed.

Motion was made by John Heaning, and seconded by Alexander Edwards to forward a recommendation of approval to the City Commission for the proposed zoning text amendments.

AYE: Nichelle Clemons, Anton Kreisl, John Heaning, Alexander Edwards, Uline Daniel, Chairman Frank Creyaufmiller

Passed

8. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

9. **DIRECTOR'S REPORT**

Mr. Freeman explained the Planning Board could not determine if the Olsen Residence application would move forward and there was a motion to table the item. He said he had communication with the city attorney and the applicant and both wanted the application to move forward to the City Commission. If there was no decision made at the Planning Board meeting, City Code does not require a decision by the Planning Board to move to City

Commission. Staff will include the minutes of the meeting for the October 2, 2023, City Commission meeting. Planning staff has asked for additional information from the applicant in terms of the height, so the height can be displayed correctly and the condition that the reuse of the building will not be used for an Airbnb or vacation rental will also be included.

Mr. Freeman was happy to relay to the Board that the NAPA Auto Parts building, presented at the last Planning Board meeting, has a revised design that breaks up the building and looks much better. He said he will be sending the Planning Board members before and after pictures.

Mr. Freeman said he is working on lots of code amendments that will be coming forward to the Planning Board, including code changes to the Port of Fort Pierce and state statute changes. He also said he is tidying up the landscape code and tightening up the architectural design regulations.

10. BOARD COMMENTS

Chairman Creyaufmiller suggested cleaning up a couple of things on Ordinance 101-23, regarding the election of officers, as the secretary position was eliminated, under the Planning Board procedures in 2017 and the Planning Board operating under Robert's Rules.

Chairman Creyaufmiller said under Robert's Rules, the Board has the ability to table an item and there are specific things that need to be done, and the Board met all the requirements for tabling the Olson Residence application. He said either the Ordinance needs to be amended or the procedures need to be adjusted to remove Robert's Rules. The City Commission needs to dictate how the Planning Board meeting is run and what the Board can and cannot do. Chairman Creyaufmiller noted if the Olsen Residence application come back to the Planning Board today, September 11, 2023, with the proper information the applicant did not have, the Planning Board could have had a short conversation and forwarded a recommendation of approval for the item to move forward to the October 2, 2023, City Commission meeting.

Mr. Heaning asked if it was cleared up on how a tie vote is handled. Chairman Creyaufmiller said the Planning Board does not have a fix and the Board operates under Robert's Rules and the ordinance does not allow for this.

Mr. Kreisl proposed the Code Enforcement department reviews the annexation projects, so the city does not potentially take on projects with code violations from the county or conditions within the property that do not align with the current city ordinances.

Mr. Freeman said this can easily be done by adding the department to the list of review agencies.

11. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Application for Future Land Use Map Amendment

☐ Large Scale (>50 acres) FL. Statute 163.3184 ■ Small Scale (≤50 acres) FL. Statute 163.3187

You are encouraged to schedule a Planning Discussion meeting with the Planning staff.

Application submission shall include the following:

•**TRC** (*Initial Submission): One (1) original and (2) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**Planning Board**: One (1) original and (2) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☐ Warranty Deed & Legal Description
- ☐ St. Lucie County Property Record Card
- ☐ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☐ Current Survey
- ☐ Environmental Study
- ☐ Traffic Impact Report
- ☐ Capacity Analysis
- ☐ Drainage Analysis
- ☐ Historical Report
- ☐ 1 CD/Flash Drive of all documents submitted in PDF

1. Property Address/Location: S 2nd St, fort Pierce, FL 34950
2. Property Tax ID(s): 2410-810-0002-000-6
3. Total Acreage: 0.49 Acress
4. Existing Future Land Use Designation: OP
5. Existing Zoning Classification: C1
6. Proposed Zoning Classification: CBD
7. Other applications being submitted concurrent with this application, if any: Zoning Map Amendment from C1 to PD
8. Describe the existing uses, improvements, and structures on the amendment lands: Vacant
9. Are there any identified or possible historical structures on the amendment lands? No

10. The reason for making this request: Requesting to change this Parcel to be conistant with Parcel ID 2410-810-0001-000-9 (which has a FLU of CBD) in order to move forward with out PD application

Name of Owner(s): Walter & Cheryl Brett
Mailing Address: On File
City _____ State _____ Zip _____
Phone # On File
E-mail: On File

Name of Applicant: Kris Einstein
Mailing Address: On File
City On File State _____ Zip _____
Phone # _____
E-mail: On File

Name of Representative: Kris Einstein
Mailing Address: On File
City _____ State _____ Zip _____
Phone # On File
E-mail: On File

Applicant Acknowledgements

I certify that: (Check One)

_____ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

__XX____ I (we) are not the owner of the above-described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature Date 7/25/2023

ON file
Address City, State, Zip

ON File ONFile
Phone E-mail Address

Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature(s) below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Cheryl BRETT + WALTER BRETT (ON FILE)
Property Owner's Name (Please Print) Phone

ON FILE
Address State Zip

Property Owner's Signature 1/25/2023 Date

Capacity Analysis:

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Office Building	OP	C1
South	Residential	OP	C1
East	2 structures: 1) Detached single Family House 2) Currently under renovations to 3) a B&B	CBD	C1
West	Railroad	I	PD

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	OP	C1	10-18 du/Acre	0.49	N/A
Proposed	CBD	PD	30 Du/Acre	0.49	N/A

II. Public Facilities Information:

A. Potable Water:	To Be completed ONCE We Design the usage of land.
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum
Current Zoning	
Proposed Zoning	
Change in Demand	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

G. Transportation Analysis:
Most recent ITE Code for use; HCM Roadway Capacity

	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning		
Proposed Zoning		
Change in Demand	Trips	Trips
Impact to Capacity		

10. The reason for making this request: Requesting to change this Parcel to be conistant with Parcel ID 2410-810-0001-000-9 (which has a FLU of CBD) in order to move forward with out PD application

Name of Owner(s): Walter & Cheryl Brett
Mailing Address: On File
City _____ State _____ Zip _____
Phone # On File
E-mail: On File

Name of Applicant: Kris Einstein
Mailing Address: On File
City On File State _____ Zip _____
Phone # _____
E-mail: On File

Name of Representative: Kris Einstein
Mailing Address: On File
City _____ State _____ Zip _____
Phone # On File
E-mail: On File

Applicant Acknowledgements

I certify that: (Check One)

_____ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

__XX_____ I (we) are not the owner of the above-described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature Date 7/25/2023

ON File

Address City, State, Zip

ON File ONFile

Phone E-mail Address

Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature(s) below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Cheryl BRETT + WALTER BRETT (ON FILE)

Property Owner's Name (Please Print) Phone

ON FILE

Address State Zip

Property Owner's Signature Date 7/25/2023

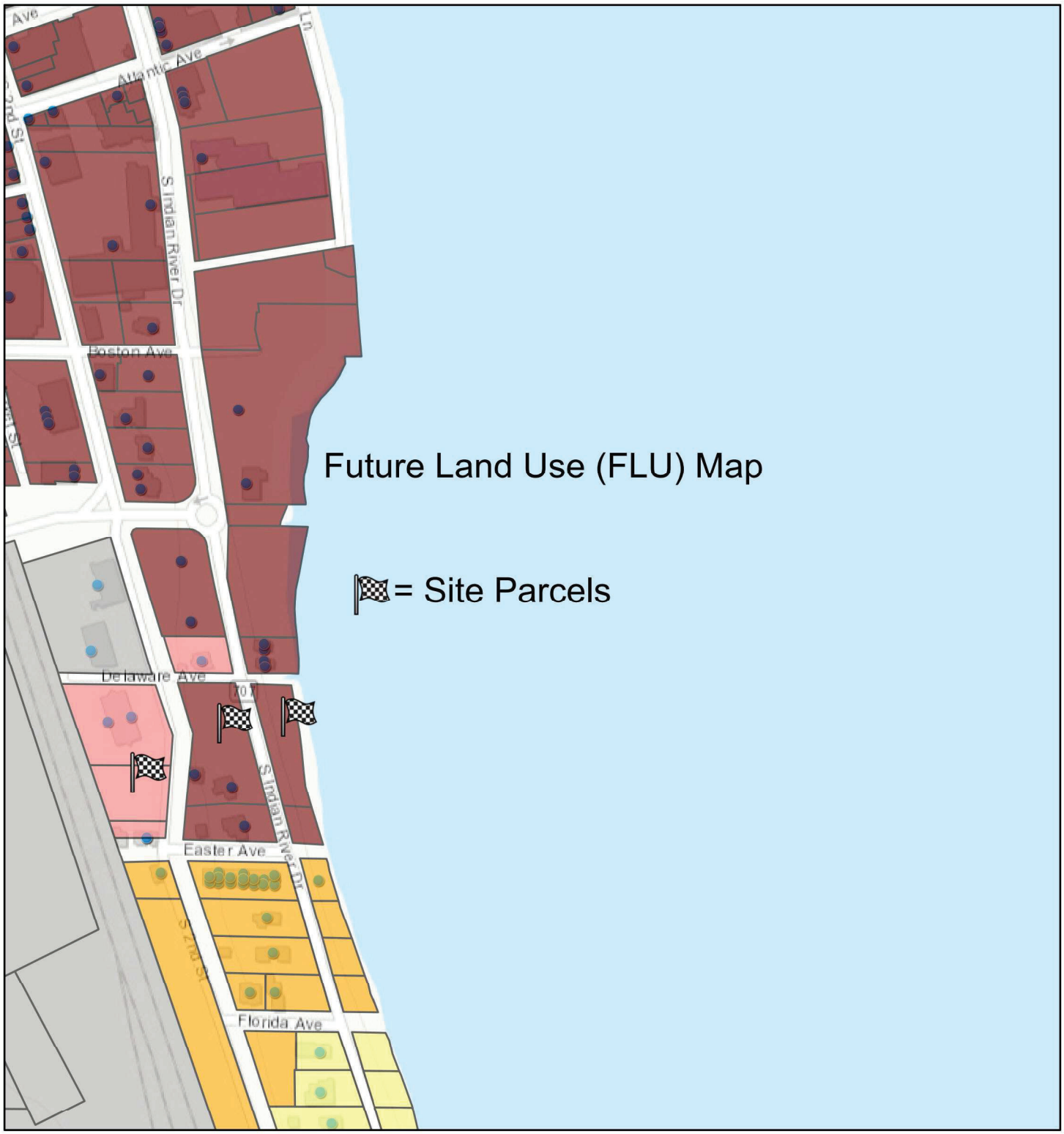
C. Parks and Recreation (Residential Classifications Only): (Du x 2.6 = persons + 44,227 = population /LOS)				
Park Type	**LOS**	**Existing Population Park Demand**	**Proposed Population Park Demand**	**Change in Demand**
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): Single Family: (du x 0.405 = students/70% K-8/30% High) Multi-family: (du x 0.207 = students/70% K-8/30% High)		
	K-8	**High**
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

E. Solid Waste: 2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units	
Demand Analysis	Maximum
Current Zoning	
Proposed Zoning	
Change in Demand	
F. Stormwater: Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)	
Impact	

G. Transportation Analysis: Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning		
Proposed Zoning		
Change in Demand	Trips	Trips
Impact to Capacity		

ArcGIS Web Map



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1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Future Land Use

- CBD, Central Business District
- I, Industrial
- OP, Offices - Professional & Business Services
- RL, Low Density Residential
- RM, Medium Density Residential
- Address Points

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Web AppBuilder for ArcGIS
SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | City of Ft Pierce | City of Ft Pierce Planning Department & St Lucie County.

Property Identification

Parcels #1 on General Location Map

Legal Description

ANDREWS AND RICHARDS S/D THAT PART OF LOT 1 LYG WLY OF S 2ND ST AND THAT PART OF NLY 47.6 FT OF LOT 2 LYG WLY OF S 2ND ST (OR 4113-374)

Site Address: S 2nd ST

Parcel ID: 2410-810-0002-000-6

Sec/Town/Range: 10/35S/40E

Ownership:

Walter & Cheryl Brett

1612 S. Indian River Drive

Fort Pierce, FL 34950

Parcels #2 on General Location Map

Legal Description

ANDREWS AND RICHARDS S/D THAT PART OF LOT 1 LYG E OF S 2 ST AND BEG ON E LI OF S 2 ST 8 FT S OF N LI OF LOT 2, RUN NELY 95.70 FT TO N LI, TH W ALG N LI TO E LI OF S 2 ST, TH S TO POB AND LOTS 1, 2, 3 AND 4 BLK E OF LOWRY`S S/D (1.60 AC - 68,588 SF) (MAP 24/10H) (1) (OR 3943-2583: 4050-1341: 4066-2908)

Site Address: 515 S INDIAN RIVER DR

Parcel ID: 2410-810-0001-000-9

Sec/Town/Range: 10/35S/40E

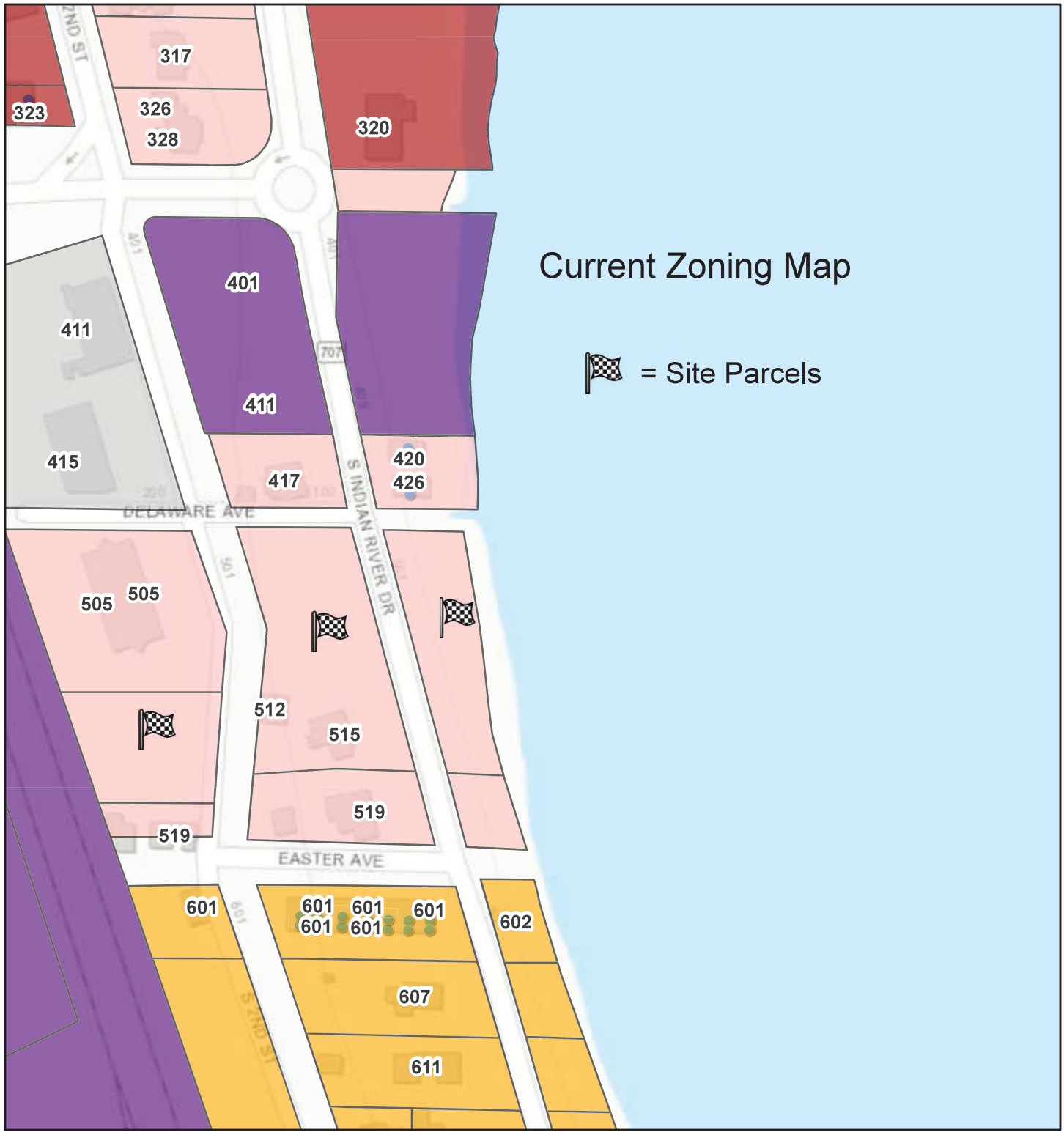
Ownership

CROWNMAN FL LLC

1612 S. Indian River Drive

Fort Pierce, FL 34950

ArcGIS Web Map



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Zoning

- C-1, Office Commercial
- C-4, Central Commercial
- I-1, Light Industrial
- PD, Planned Development
- R-4, Medium Density Residential
- Address Points

1:2,257

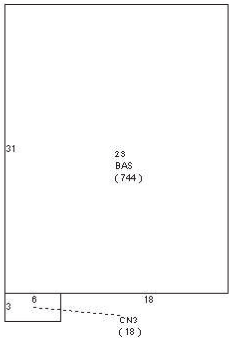
0 0.01 0.03 0.06 mi

0 0.03 0.06 0.11 km

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Web AppBuilder for ArcGIS

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | City of Ft Pierce | City of Ft Pierce Planning Department & St Lucie County.



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
2S	ONE FULL STORY OVER BASE (TOTAL 2 FLOORS)	744	744	110
BAS	BASE AREA	744	744	110
CN3	CANOPY	18	0	18

Special Features and Yard Items

Type	Qty	Units	Year Blt
WOOD DOCK	1	248	2021

Current Year Values

Current Values Breakdown

Building:	$158,000
Land:	$908,300
Just/Market:	$1,066,300
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$1,066,300
Exemption(s):	$0
Taxable:	$1,066,300

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2018	0041	3.9	Fort Pierce Stormwater Charge	$269.10

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2022	$1,066,300	$1,066,300	$0	$1,066,300
2021	$974,700	$974,700	$0	$974,700
2020	$976,600	$976,600	$0	$976,600

Permits

Number	Issue Date	Description	Amount	Fee
F00-000394	Mar 27, 2000	Roof	$8,700	$0
F94-000209	Mar 1, 1994	Alterations/Remodeling	$60,000	$60,000
F94-00209A	Mar 22, 1994	Heat and Air Conditioning	$4,800	$4,800
MC2004198	Jul 12, 2004	Air Conditioning Only	$1,461	$75
DK20057	Jan 14, 2005	Dock	$20,000	$325
BP13-1899	May 16, 2013	Alterations/Remodeling	$1,500	$329
BP13-2100	Jun 18, 2013	Roof	$1,400	$79
BP13-3052	Oct 14, 2013	Patio	$200	$79
BP13-1899	Jan 23, 2014	Alterations/Remodeling	$1,800	$129
BP13-2100	Jan 27, 2014	Re Roof Permit	$1,400	$129
BP14-0608	Mar 10, 2014	Alterations/Remodeling	$1,900	$80
BP14-2597	Oct 14, 2014	Electric	$500	$155
BP15-0257	Feb 12, 2015	Plumbing	$1,800	$162
BP14-2597	Dec 14, 2016	Electric	$500	$0
BP17-0340	Feb 2, 2017	Electric	$1,200	$0
BP18-0356	Feb 7, 2018	Demolition	$1,000	$0
BP18-0673	Apr 6, 2018	Occupancy Change	$2,500	$0
BP19-0028	Feb 28, 2019	Dock	$44,000	$0
BP19-0973	Mar 25, 2019	Electric	$8,400	$0
BP18-1849	Jun 24, 2019	Additions to existing construction	$176,463	$0
BP22-2468	Jun 29, 2022	Air Conditioning Only	$6,398	$0
BP22-3313	Oct 13, 2022	Repairs	$7,000	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: S 2nd ST
Sec/Town/Range: 10/35S/40E
Parcel ID: 2410-810-0002-000-6
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 150292
Map ID: 24/10S
Zoning: Office Co

Ownership

Walter Brett
Cheryl Brett
1612 S Indian River DR
Fort Pierce, FL 34950

Legal Description

ANDREWS AND RICHARDS S/D THAT PART OF LOT 1 LYG WLY OF S 2ND ST AND THAT PART OF NLY 47.6 FT OF LOT 2 LYG WLY OF S 2ND ST (OR 4113-374)



Current Values

Just/Market Value:	$122,400
Assessed Value:	$122,400
Exemptions:	$0
Taxable Value:	$122,400

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.49
Land Size (SF):	21,509

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Mar 21, 2018	4113 / 0374	0002	WD	4 H Ranch Inc	$144,000
Jul 27, 2012	3416 / 2405	0111	SPWD	Adams Ranch Inc	$100
Jun 22, 2006	2611 / 0693	XX01	WD	DCGG LLC	$375,000
Aug 9, 2004	2045 / 2518	XX01	WD	MMG Holdings LLC	$250,000
May 18, 2004	1972 / 2348	XX00	WD	Barnes (TR) Clifford H	$253,000
Jan 20, 2004	1884 / 2710	XX00	WD	Fort Pierce Partnership	$150,000
Jan 1, 1988	0570 / 1611	XX02	CV		$150,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:

Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

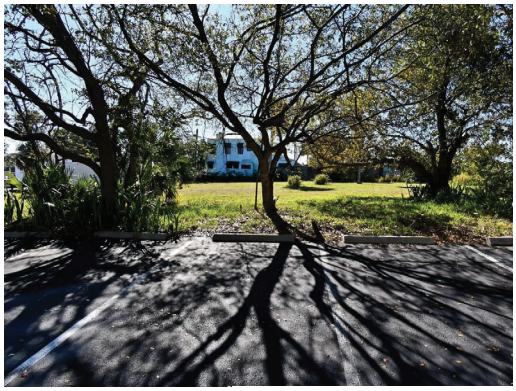

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$122,400
Just/Market:	$122,400
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$122,400
Exemption(s):	$0
Taxable:	$122,400

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2003	0041	1.4	Fort Pierce Stormwater Charge	$96.60

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2022	$122,400	$122,400	$0	$122,400
2021	$122,400	$122,400	$0	$122,400
2020	$122,400	$122,400	$0	$122,400

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Treasure Coast Abstract and Title Insurance Co.

426 Avenue A · Fort Pierce, FL 34950
(772) 461-7190 • Fax (772) 461-0487

January 4, 2017

Crownman FL, LLC
10380 SW Village Center Drive
#310
Port St. Lucie, FL 34987

RE: Purchase from Kraaz & Kraaz Finance, LLC

Enclosed please find your original Warranty Deed that has been recorded in the public records of St. Lucie County, Florida together with the original Owner's Policy of Title Insurance.

Please keep us in mind if you find yourself in need of a closing agent for a future real estate transaction. We would appreciate the opportunity to work with you again.

Sincerely,

Stacy E. Consalvo

Stacy E. Consalvo , Manager

Prepared by and return to:
Stacy E. Consalvo, Manager
Treasure Coast Abstract & Title Insurance Co.
426 Avenue A
Fort Pierce, FL 34950
772-461-7190
File Number: **16-1178**

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4258862 12/16/2016 02:31:40 PM
OR BOOK 3943 PAGE 2583 - 2587 Doc Type: DEED
RECORDING: $44.00
Doc Tax: $5600.00

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 14th day of **December, 2016** between **Kraaz & Kraaz Finance, LLC, a Florida limited liability company** whose post office address is **124 North 2nd Street, Fort Pierce, FL 34950**, grantor, and **Crownman FL LLC, a Florida limited liability company** whose post office address is **10380 SW Village Center Drive, #310, Port Saint Lucie, FL 34987**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County**, **Florida** to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Parcel Identification Number: 2410-809-0005-000/3; 2410-809-0001-000/5; 2410-809-0002-000/2; 2410-809-0004-000/6; and 2410-810-0001-000/9.

SUBJECT TO restrictions, reservations, limitations, and easements of record, if any; this reference to said restrictions shall not operate to reimpose the same, and taxes for the year 2017 and subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2016**.

CERTIFICATE OF LIMITED LIABILITY COMPANY RESOLUTION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

HANS E. KRAAZ, as Manager of KRAAZ MANAGEMENT, LLC, a Florida limited liability company, as Manager of KRAAZ & KRAAZ FINANCE, LLC, a Florida limited liability company, being duly sworn, before the undersigned authority, hereby consents to the adoption of the following resolutions and certify the following:

1. Affiant, HANS E. KRAAZ, as Manager of KRAAZ MANAGEMENT, LLC, a Florida limited liability company, as Manager of KRAAZ & KRAAZ FINANCE, LLC, a Florida limited liability company ("Company") and hereby adopts the following resolutions:

RESOLVED that HANS E. KRAAZ, as Manager of the Company is hereby authorized, empowered and directed to negotiate, execute and deliver, without the joinder of any other manager or member, any and all documentation which he deems necessary or desireable in his discretion or which may otherwise be required to resolve any disputed matters and to close the sale transaction contemplated for the sale from the Company, as Seller, to CROWNMAN FL LLC, a Florida limited liability company, as Buyer, for property located in St. Lucie County, Florida, being more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF,

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon until receipt of written notice of any change in these resolutions."

Further Affiant sayeth not.

HANS E. KRAAZ

Sworn to and subscribed before me this 14th day of December, 2016, by HANS E. KRAAZ, who is ✓ personally known to me; or _____ who produced _____ as identification.

Notary Public – State of Florida
My Commission Expires:

STACY EWING CONSALVO
Commission # FF 115989
Expires May 28, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT "A"

Parcel 1:

That part of Lot 4, Block E, A.B. Lowry's Subdivision of the East part of Lot 7 of Tyler's Subdivision of Lot 4, Section 10, Township 35 South, Range 40 East, as per plat thereof on file in Plat Book 1, Page 211, of the Public Records of St. Lucie County, Florida, more particularly described as follows:
Beginning at a point which lies on the South boundary line of Lot 4 of Block E of said A.B. Lowry's Subdivision, which said point lies a distance of approximately 131 feet Westerly from a stake at the Southeast corner of the aforesaid Lot 4; from said point of beginning run North a distance of six tenths (0.6 feet) of a foot; thence Westerly for a distance of approximately 25 feet; thence South a distance of approximately 2.4 feet to the aforesaid South boundary line of said Lot 4 of Block E of Lowry's Subdivision; thence Easterly along the aforesaid South boundary line of said Lot 4, a distance of approximately 24.8 feet to the original Point of Beginning.

Parcel 2

Commencing on the bank of Indian River at the Northeast corner of Lot 7 of the Subdivision of Lot 4, of Section 10, Township 35 South, Range 40 East, according to the plat of said Lot 4 on file in Plat Book 1, at page 188, of the public records of St. Lucie County, Florida; from thence run West to the East line of Second Street (formerly known as Pine Street); thence Southerly along the East line of said street to a point of 50 feet due South of said East and West line; thence East parallel with and 50 feet distance from aforesaid East and West line to River bank; thence Northerly along said bank to Point of Beginning. Excepting from above all rights of way for public roads. Said parcel being also described as Lot 1, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Township 35 So " Lot 4" Section 10 Range 40, according to the map or plat thereof, recorded in Plat Book 1, page(s) 41 and Plat Book 1, page(s) 211, of the Public Records of St. Lucie County, Florida.

Parcel 3:

Lots 2 and 3, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Township 35 So " Lot 4" Section 10 Range 40, according to the map or plat thereof, recorded in Plat Book 1, page(s) 41 and Plat Book 1, page(s) 211, of the Public Records of St. Lucie County, Florida.

Parcel 4:

Lot 4, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Township 35 So "Lot 4" Section 10 Range 40, according to the map or plat thereof, recorded in Plat Book 1, page(s) 41 and Plat Book 1, page(s) 211, of the Public Records of St. Lucie County, Florida.

LESS AND EXCEPTING THEREFROM that portion of said Lot 4, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Township 35 So "Lot 4" Section 10 Range 40, previously conveyed by A.C. Simmons, et ux, to Anna Lee Denison, by warranty deed dated March 29, 1951, filed April 4, 1951 and recorded in Deed Book 164, page 329, Public Records of St. Lucie County, Florida, more particularly described as follows: Beginning at a point which lies on the South boundary line of Lot 4, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Township 35 So "Lot 4" Section 10 Range 40, according to the Plat thereof, on record in the Clerk's office in the courthouse building in and for St. Lucie County, Florida, which said point lies a distance of approximately 131 feet Westerly from a stake at the Southeast corner of the aforesaid Lot 4 etc.; from said point of beginning run North a distance of six tenths (0.6') of a foot; thence Westerly along the North side of a garage apartment belonging to Charles B. Hulcher, Annie Laura H. Garwood and Ruth H. Story for a distance of approximately 25 feet; thence South for a distance of approximately 2.4 feet to the aforesaid South boundary line of said Lot 4, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Township 35 So "Lot 4" Section 10 Range 40, thence Easterly along the aforesaid South boundary line of said Lot 4 a distance of approximately 24.8 feet to the original Point of Beginning; it being the intention to convey that particular strip of ground over which the aforesaid garage apartment extends.

Parcel 5

All of Lots 1 and 2, situate and being East of Pine Street (Second Street), Plat of Andrews and Richards Resubdivision of Tyler's Subdivision, Section 10, Township 35 South, Range 40 East, as per plat thereof on file in Plat Book 1, Page 199, of the Public Records of St. Lucie County, Florida, EXCEPTING THEREFROM that part of Lot 2 conveyed to J.A. McNeill by Warranty Deed recorded in Deed Book 43, Page 560, as last conveyed by Warranty Deed from MMG Holdings, LLC to Jerome T. Cypher and Barbara V. Cypher, husband and wife, as recorded in Official Records Book 3523, page 1510, of the Public Records of St. Lucie County, Florida.

EXCEPTING THEREFROM all rights of way for public roads.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: FLUMA - Crownman

NOTICES PROVIDED PURSUANT TO: City Code 125-37

NOTICE BY NEWSPAPER: June 16th, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: Vennis Gilmore **DATE:** June 14th, 2024

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Vennis Gilmore, Assistant Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Crownman PD - FLUMA Ordinance

CAO RLS FILE: RLS 24-243

DATE:

I have reviewed the above Request for Legal Services (RLS). This RLS is a resubmission from RLS 23-265. The draft Ordinance submitted 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

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

06/16/2024

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 06/16/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27
My commission expires

Publication Cost:	$422.40	
Tax Amount:	$0.00	
Payment Cost:	$422.40	
Order No:	10285013	# of Copies:
Customer No:	1126026	1
PO #:	24-021	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

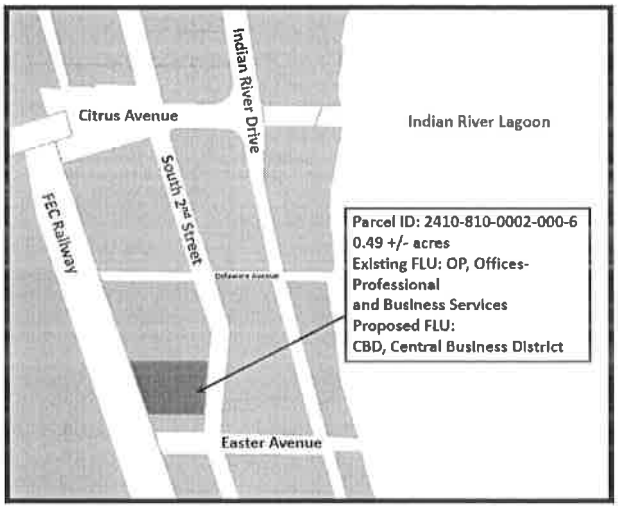
KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Monday, July 1, 2024 at 5:05 p.m. and Monday, July 15, 2023 at 5:05 p.m. hold Public Hearings on the enactment of the proposed ordinance, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 24-021 - 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 ONE (1) PARCEL GENERALLY LOCATED AT OR NEAR 515 SOUTH 2ND STREET, FROM CITY OF FORT PIERCE (OP) OFFICES-PROFESSIONAL AND BUSINESS SERVICES TO CITY OF FORT PIERCE (CBD) CENTRAL BUSINESS DISTRICT;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PARCEL: 2410-810-0002-000-6



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.

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
Publish: 6/16/2024

TR-39659339

City Commission Regular Meeting - 5:05 pm **12. e.**

Meeting Date: 07/01/2024

Re: Ordinance No. 24-012 - Amending Chapter 24 - Nuisances

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

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SUBJECT:

Legislative Hearing - Ordinance No. 24-012 amending the Code of Ordinances of the City of Fort Pierce, Chapter 24 - Nuisances. SECOND READING

SUMMARY:

A proposed amendment of Chapter 24:

- Creating Section 24-1 to provide for definitions.
- Creating Section 24-2 to provide powers and duties.
- Amending Chapter 24, Article II, Section 24-19 through 24-28 by
  - Replacing nuisance definitions with a detailed list of prohibited activities;
  - Establishing a nuisance abatement program; and
  - Renumbering and renaming sections.
- Amending Chapter 24, Article IV by:
  - Clarifying criteria to declare a structure a nuisance; and
  - Establishing procedures for lien enforcement.

RECOMMENDATION:

Staff recommends APPROVAL of the proposed amendments as presented.

ALTERNATIVES:

Approve with modification, or
Disapprove all amendments.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Community Response Director

COORDINATED WITH:

Community Response staff
Building Department
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

Not applicable.

Attachments

Ordinance No. 24-012 - Amending Chapter 24 - Nuisances

City Attorney approval memo
Business Impact Estimate Form - Chapter 24
Presentation
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/05/2024 02:41 PM

Form Started By: Peggy Arraiz
Started On: 06/04/2024 02:46 PM
Final Approval Date: 06/18/2024

ORDINANCE NO. 24-012

AN ORDINANCE AMENDING CHAPTER 24 OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 24, ARTICLE I, BY CREATING SECTION 24-1 TO PROVIDE DEFINITIONS; CREATING SECTION 24-2 TO PROVIDE POWERS AND DUTIES; AMENDING CHAPTER 24, ARTICLE II, SECTION 24-19 THROUGH 24-28 BY REPLACING NUISANCE DEFINITIONS WITH A DETAILED LIST OF PROHIBITED ACTIVITIES, TO INCLUDE LANDSCAPE MAINTENANCE REQUIREMENTS, ESTABLISHING A NUISANCE ABATEMENT PROGRAM, AND RENUMBERING AND RENAMING SECTIONS THERETO; AMENDING CHAPTER 24, ARTICLE IV, SECTION BY CLARIFYING CRITERIA TO DECLARE A STRUCTURE A NUISANCE, ESTABLISHING PROCEDURES FOR ASSESSING COSTS OF ABATEMENT, AND ESTABLISHING PROCEDURES FOR LIEN ENFORCEMENT; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Fort Pierce has declared that certain conditions and objects create a nuisance; and

WHEREAS, such nuisances have a direct impact on the life, health and safety of the community; and

WHEREAS the City of Fort Pierce established a nuisance abatement program in 1999 to address nuisances that exist throughout the community; and

WHEREAS, the City Commission finds it necessary to review and update the program to be consistent with current statutes and enforcement methods; and

WHEREAS, through consistent and successful enforcement of the nuisance abatement program, residents, visitors, and business owners can enjoy a safer and more friendly environment; and

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

SECTION 1. Chapter 24 – Nuisances, Article I – In General, Section 24-1 – Definitions, is hereby created so that the same shall read thereinafter as follows:

Sec. 24-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Department means the Department of Community Response.

Enforcement officer means any designated employee of the city whose duty it is to enforce codes and ordinances including, but not limited to, code inspectors, building inspectors, animal control officers, law enforcement officers, or fire safety inspectors.

Motor vehicle means any vehicle or conveyance which is either self-propelled or towed behind a self-propelled vehicle and is designed to travel along the ground. The term "motor vehicle" includes, but is not limited to, automobiles, buses, mopeds, motorcycles, trucks, tractors, trailers, go-carts, golf carts, motor homes, and recreational vehicles.

Private property means any real property within the city which is privately-owned and is not defined as public property.

Public property means lands and improvements owned by the federal government, the state, a county, or municipality and includes sovereignties' submerged lands located adjacent to the county or municipality, beaches, buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way, and similar public property.

Sec. 24-2. Powers and duties.

(1) Enforcement officers of the city shall be charged with the duty of administering the applicable standards and reporting non-compliance therewith. In furtherance of this responsibility, enforcement officers shall make such inspections, compile such facts and evidence, and prepare such reports as may be necessary to effectuate the purposes and intent of this chapter. Their findings, evidence, and reports shall be promptly forwarded to department management for review.

(2) The city's enforcement officers are hereby authorized to enter upon private property in order to enforce the provisions of this chapter and shall be immune from all civil and criminal liability while under the discharge of duties imposed herein. When necessary to obtain such entry, the city may institute appropriate proceedings to obtain a warrant.

Secs. 24-13-24-18. Reserved.

SECTION 2. Chapter 24, Article II – Property Nuisances Generally is hereby amended so that the same shall read thereinafter as follows:

ARTICLE II. - ~~PROPERTY NUISANCES GENERALLY~~ NUISANCE ABATEMENT

Sec. 24-19. Maintenance of nuisance on property prohibited.

~~No~~ It shall be unlawful for any person in charge of or in control of any object or condition within the city, whether as owner, tenant, occupant, lessee or otherwise, ~~shall~~ to

allow any such object or condition ~~defined as a nuisance by this article~~ outlined below to remain on any private or public property within the city. ~~nor shall the owner or person in control of real property within the city allow such condition or object on the property, except that t~~This article shall not apply to any object which is kept out of sight in a fully enclosed building or where the object or condition is on the property of a business which has a specific and licensed purpose consistent with the storage, maintenance or display of such object or condition and which is being operated lawfully as provided by this Code.

(1) Any foul, offensive or unlawful emissions, odors or stenches and the causes thereof including dense smoke, noxious or lethal fumes, lethal gas, soot or cinders that injures or endangers the comfort, repose, health or safety of any person~~;~~ or is offensive to the senses;

(2) Interferes with, obstructs or renders dangerous for passage on any public or private street, alley, highway, right-of-way, easement, sidewalk, stream, ditch, channel or drainage of any property;

(3) Any noises or vibrations, including animal noises, which disturb the peace of the surrounding area or are otherwise unlawful that interferes with the comfortable and quiet enjoyment of life or property;

(4) Tends to or could depreciate the value of property of any persons;

(5) Is declared otherwise by ordinance or statute to be a nuisance, unlawful or prohibited;

(6) Any accumulation of the following:

a. Trash, litter, debris, garbage, bottles, paper, plastic, metals, cans, rags, discarded tobacco products, offal, or animal excrement;

b. Tires; abandoned or inoperative appliances; mechanical equipment or parts;

c. Bricks, concrete, wood, lumber, building or construction materials, tools or machinery, not related to a lawfully issued and active building permit;

d. Junk, consisting of unsightly, worn-out, or discarded material of little or no residual value, including scrap metal, scrap lumber, wastepaper products, discarded building materials, or other debris;

e. Dead or decaying plants, (except for compost piles) or animals of any kind;

(7) Any condition which provides, or could provide, harborage for rats, mice, snakes, insects or other vermin;

(8) The pollution of any well, body of water or drainage system by sewage, dead animals, industrial wastes, debris or other substances;

(9) Stagnant or insufficiently treated water, in a pool, pond or container of any kind, including water in which algae is allowed to grow or in which mosquitos or other insects are able to breed;

(10) Blocking of drainage inlets, pipes, ditches, swales, channels, culverts or streams;

(11) Any landscaping element that is not well-maintained, including, but not limited to, lawns, hedges, bushes and trees. To comply with this section, landscaping elements shall be maintained as follows:

a. Landscaping elements shall be kept trimmed and free from becoming overgrown and unsightly where the same may constitute a blighting factor to the community;

b. All trees shall be trimmed to maintain a 7' clear height, and hedges and bushes should be trimmed to maintain a maximum of 2.5' in height except when the following conditions apply:

i. Landscaping, including but not limited to, hedges, shrubs, and bushes, used to deter graffiti, in which the hedge height is to be equal to the height of the protected fence or wall.

ii. Occupied single-family dwellings with an established landscaping plan that is routinely maintained in a neat and orderly fashion so as not to create an attractive nuisance.

iii. For parcels of 3 acres or more:

1. The landscape requirements of Sec. 24-19 (11)(b) shall be required for a 100' wide strip from every road, alley, public or private right of way and every developed parcel.

2. If a properly registered complaint pursuant to F.S. §162.06(1)(b) of any condition that constitutes a nuisance or unsafe condition under this chapter is documented with the Department, the nuisance must be abated as directed by the Department.

iv. Parcels of undeveloped property that have been classified by the state as a wetland or coastal property east of the coastal construction control line, except that the owner shall maintain a minimum 15-foot-wide strip that conforms to the standards of Sec. 24-19 (11)(b) where the parcel abuts developed real property or a public or private right-of-way.

(12) Abandoned property, meaning any personal property, including motor vehicles, left in plain view under circumstances reasonably indicating that the possessor or owner thereof has relinquished any rights of ownership therein.

(13) Wrecked motor vehicle or watercraft, meaning any motor vehicle or watercraft the condition of which is wrecked, dismantled, partially dismantled, incapable of operation by its own power or from which the wheels, engine, transmission, or other substantial part thereof is or are removed.

(14) A motor vehicle, as defined in this chapter, kept in the front yard of a residence on other than pavement unless parked in a driveway, or dedicated parking area identified through use of physical features such as landscaping bricks, railroad ties, or other distinguishing barriers and stabilized through the use of gravel or other non-permanent landscaping material other than grass.

(15) Non-operative or unlicensed motor vehicles, located and specifically restricted as follows:

a. All non-operative or unlicensed vehicles wholly or partially within any public right-of-way or on any public property are hereby prohibited.

b. On property having a land use and zoning designation for commercial use, and having a current and valid business tax receipt for an automobile, truck, or motor vehicle business, all unlicensed vehicles shall be kept, stored or maintained at least 15 feet from the paved edge of the nearest roadway at all times, and no unlicensed vehicle shall be allowed to remain on any property for a period in excess of 30 days in any 90-day period, unless such vehicle is kept, stored or maintained with a fully enclosed building or legally permitted fenced storage area. Any vehicle found on the same property, outside of an enclosed building or fenced storage area, during two separate inspections by the city more than 30 but less than 90 days apart, shall be presumed to have remained on the subject property outside of an enclosed building or fenced storage area for in excess of 30 days in any 90-day period, irrespective of whether said vehicle had been removed during said period.

c. On properties within the city not described by the immediately foregoing subsections, all non-operative or unlicensed vehicles shall be kept, stored, or maintained within a fully enclosed building at all times.

(16) Any building or structure, or part thereof, which is in a dilapidated, unsanitary, or unsafe condition, or which constitutes a fire hazard.

(17) Any building, structure, lot, place, or location where any activity in violation of law is conducted, performed maintained or allowed.

(18) Any object or condition constituting a fire hazard.

(19) Furniture kept or stored outdoors where such furniture is of the kind and sort normally and customarily kept inside such as, for example, upholstered sofas, and where such furniture is not in actual use.

(20) Any appliance kept or maintained outside in the open air and not under roof such as a garage or carport that is not properly connected to permitted utilities, is not secured so as to prevent a child or animal from being trapped inside, or both.

(21) Graffiti, which includes, but is not limited to, any unauthorized inscription, word, figure, painting or other defacement that is written, etched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of any public or

private property by any graffiti implement, including, but not limited to, aerosol paint container, marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or manmade surface.

~~**Sec. 24-20. Removal of nuisance.**~~

~~Prompt removal or abatement of any nuisance which is stored, maintained or displayed on property within the city is declared essential to the public health, safety, esthetics, general welfare and good order of the city.~~

Sec. 24-20. Authority.

The city, department, and enforcement officers, acting at the direction of the city commission, shall have the authority to and shall take steps to ensure the abatement of public nuisances in the most aggressive manner provided by the City of Fort Pierce Code of Ordinances and state law.

~~**Sec. 24-21. Definitions.**~~

~~The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Department* means the code compliance division.~~

~~*Motor vehicle* means any vehicle or conveyance which is self-propelled and designed to travel along the ground. The term "motor vehicle" includes, but is not limited to, automobiles, buses, mopeds, motorcycles, trucks, tractors, trailers, go-carts, golf carts, motor homes and recreational vehicles.~~

~~*Nuisance as a condition* means a certain state of being or situation located on property which:~~

~~(1) Injures or endangers the comfort, repose, health or safety of any person;~~

~~(2) Offends decency;~~

~~(3) Is offensive to the senses;~~

~~(4) Interferes with, obstructs or renders dangerous for passage on any public or private street, alley, highway, right-of-way, easement, sidewalk, stream, ditch, channel or drainage of any property;~~

~~(5) Renders other persons insecure in life or the use of property;~~

~~(6) Interferes with the comfortable and quiet enjoyment of life or property;~~

~~(7) Tends to or could depreciate the value of property of any persons;~~

~~(8) Is declared otherwise by ordinance or statute to be a nuisance, unlawful or prohibited;~~

(9) Any trash, litter, debris, garbage, bottles, paper, plastic, metals, cans, rags, offal, bricks, concrete, lumber, building materials, or dead or decaying plants, (except for compost piles) or animals of any kind;

(10) Any condition which provides, or could provide, harborage for rats, mice, snakes, insects or other vermin;

(11) Any noises or vibrations, including animal noises, which disturb the peace of the surrounding area or are otherwise unlawful;

(12) Any foul, offensive or unlawful emissions, odors or stenches and the causes thereof;

(13) The pollution of any well, body of water or drainage system by sewage, dead animals, industrial wastes, debris or other substances;

(14) Dense smoke, noxious or lethal fumes, lethal gas, soot or cinders;

(15) Any condition constituting a fire hazard;

(16) Blocking of drainage inlets, pipes, ditches, swales, channels, culverts or streams;

(17) The accumulation of garbage and trash in violation of section 30-26; or

(18) Any landscaping element that is not well-maintained, including, but not limited to, lawns, hedges, bushes and trees. Such landscaping elements shall be kept trimmed and free from becoming overgrown and unsightly where exposed to public view and where the same may constitute a blighting factor thereby depreciating adjoining property.

Nuisance as an object means one of the following:

(1) Junk, consisting of unsightly, worn-out or discarded material of little or no residual value, including scrap metal, scrap lumber, wastepaper products, discarded building materials, or other debris, the accumulation of which has an adverse effect upon neighborhood or city property values, health, safety or general welfare;

(2) Abandoned property, meaning any personal property, including motor vehicles, left in plain view under circumstances reasonably indicating that the possessor or owner thereof has relinquished any rights of ownership therein;

(3) Wrecked motor vehicle or watercraft, meaning any motor vehicle or watercraft the condition of which is wrecked, dismantled, partially dismantled, incapable of operation by its own power or from which the wheels, engine, transmission or other substantial part thereof is or are removed;

(4) A motor vehicle kept in the front yard of a residence on other than pavement unless parked in a driveway, whether such driveway is paved or unpaved;

(5) Any garbage; rubbish; trash; refuse; cans; bottles; boxes; container; paper; tobacco products; tires; abandoned or inoperative appliance; mechanical equipment or parts; building or construction materials; tools; machinery; wood; vessels; aircraft; farm machinery or equipment; sludge from a waste treatment facility, water supply treatment plant, or air pollution control facilities; or a

substance in any form resulting from domestic, industrial, commercial, mining or agricultural operations; or dead or decaying plants (except for compost piles) or exotic animals of any kind;

(6) Any building or structure, or part thereof, which is in a dilapidated, unsanitary or unsafe condition, or which constitutes a fire hazard;

(7) Any building, structure, lot, place or location where any activity in violation of law is conducted, performed maintained or allowed;

(8) Stagnant or insufficiently treated water, in a pool, pond or container of any kind, including water in which algae is allowed to grow or in which mosquitos or other insects are able to breed;

(9) Animal excrement;

(10) Non-operative or unlicensed motor vehicles, located and specifically restricted as follows:

a. All non-operative or unlicensed vehicles wholly or partially within any public right-of-way or on any public property are hereby prohibited, unless specifically authorized by subsection (10)b of this definition;

b. On property for which a current and valid business tax receipt has been issued for any automobile, truck, or motor vehicle business, all non-operative or unregistered vehicles shall be kept, stored, or maintained at least 15 feet from the paved edge of the nearest roadway, at all times;

c. On property having a land use and zoning designation for commercial use, and having a current and valid business tax receipt for a commercial business, all unlicensed vehicles shall be kept, stored or maintained at least 15 feet from the paved edge of the nearest roadway at all times, and no unlicensed vehicle shall be allowed to remain on any property for a period in excess of 30 days in any 90-day period, unless such vehicle is kept, stored or maintained with a fully enclosed building or legally permitted fenced storage area. Any vehicle found on the same property, outside of an enclosed building or fenced storage area, during two separate inspections by the city more than 30 but less than 90 days apart, shall be presumed to have remained on the subject property outside of an enclosed building or fenced storage area for in excess of 30 days in any 90-day period, irrespective of whether said vehicle had been removed during said period;

d. On properties within the city not described by the immediately foregoing subsections, all non-operative or unlicensed vehicles shall be kept, stored or maintained within a fully enclosed building at all times.

(11) Furniture kept or stored outdoors where such furniture is of the kind and sort normally and customarily kept inside such as, for example, upholstered sofas, and where such furniture is not in actual use;

(12) Any operable appliance kept or maintained outside in the open air and not under roof such as a garage or carport;

~~(13) Graffiti, which includes, but is not limited to, any unauthorized inscription, word, figure, painting or other defacement that is written, etched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of any public or private property by any graffiti implement, including, but not limited to, aerosol paint container, marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or manmade surface.~~

~~*Private property* means any real property within the city which is privately-owned and is not defined as public property.~~

~~*Public property* means lands and improvements owned by the federal government, the state, a county or municipality and includes sovereignties submerged lands located adjacent to the county or municipality, beaches, buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way and similar public property.~~

Sec. 24-21. Nuisance Abatement Program.

In order to protect the public health, safety, and welfare of the city, the city commission finds it necessary that lands and property within the city be cleared of substances and materials which present a fire hazard or other health hazard, or which are considered to be unsafe and a nuisance to the general public.

There is hereby established a public nuisance abatement program for the purpose of abating the public nuisances defined in section 24-19 in this chapter. The owner of any property located within the City of Fort Pierce who creates, suffers, or permits a nuisance to exist upon his or her property, shall be responsible for abating the nuisance and, if the owner fails to abate the nuisance in accordance with the notice given pursuant to this chapter, the city may abate the nuisance and the city shall be reimbursed for the costs associated with the abatement pursuant to the provisions of this chapter for the recovery of those costs.

~~**Sec. 24-22.** Procedure for removal of nuisance.~~

~~(1) *Notice.*~~

~~Upon determination by the department that a nuisance exists in violation of this article, the department shall notify in writing the record owner of the property upon which the nuisance is located, and shall demand that such owner cause the condition to be remedied. Notice shall be given by certified mail, addressed to the owner of the property described as such owner's name and address is shown upon the record of the county office, and the notice shall be deemed complete and sufficient when so addressed and deposited in the United States mail with proper postage prepaid.~~

~~(2) In addition, a written notice shall be posted in a location on the property where, in the judgment of the department, such sign will be conspicuously visible to passersby. The notice shall be in substantially the following form:~~

Notice to the owner and all persons interested in the described nuisance. This nuisance, to wit: (setting forth brief description) is unlawfully upon the following property: (setting forth brief location). The owner or other effected individual must either remove or abate the nuisance within ten days or request a hearing pursuant to section 1-74 of the city Code of Ordinances. Failure to either remove the nuisance or to request a hearing will be deemed a waiver of the right to a hearing and the city will then cause an immediate removal or abatement of the nuisance and if removed, will dispose of it in the manner provided for by law. The owner or effected individual will be liable for the costs of removal, abatement, storage, disposition and publication of notice. Such costs will be imposed as a lien on the property if not otherwise paid within 30 days after receipt of the billing. Dated this: (setting forth the date of posting of notice), signed: (setting forth name, title, address, and telephone number of code enforcement official).

b. If the nuisance is a motor vehicle, the department shall contact the department of highway safety and motor vehicles, if sufficient information on the vehicle is available so as to permit its identification, in order to determine the name and address of the current owner and any person who has filed a lien on the vehicle as provided in F.S. § 319.27(2) or (3).

On receipt of this information, the official shall mail a copy of the notice, both by regular mail and certified mail, return receipt requested, to the owner and to the lien holder, if any, and if different from the owner of the property on which the vehicle was located.

If, at the end of ten days after mailing and posting of notice, the nuisance has not been abated or removed from the property, the city itself may abate or remove the nuisance. Unless within such period of time there is filed with the city a request for hearing pursuant to chapter 1, article II, division 2.

Officials and employees of the city shall be immune from civil or criminal prosecution for reasonably good faith trespass upon real property in the discharge of duties imposed by this article and for any further liability incident to abatement or removal and disposition of the nuisance. The owner of the property upon which nuisance is located, and, if different, the person responsible for storing, maintaining or displaying such nuisance, shall be liable for all expenses incurred by the city for abatement or removal and disposition of the nuisance and for the costs of publishing notices required by the article.

(2) *Right to hearing.* If the person charged with a violation of this article makes written request for a hearing within the time provided by this section, such hearing will then be conducted all within the manner specified by chapter 1, article II, division 2. Failure to timely request such hearing will be deemed a waiver of the right to a hearing and acknowledgment of the violation as charged, whereupon the department may cause the nuisance to be abated or removed and disposed of as appropriate, as provided by sections 24-23 and 24-24,

~~whether through destruction or sale, with any retained salvage value to be applied against the cost of removal and disposition, unless the cost is paid by the owner or other individual, in which case the salvage value will be remitted to the owner. Any expense borne by the city not voluntarily reimbursed by the owner may be recovered against the owner in the manner provided for by law.~~

Sec. 24-22. Supplemental means of enforcement.

(1) The nuisance abatement program is a supplemental means of enforcing city codes and ordinances. A public nuisance also constitutes a code violation, and the city is not limited to a choice of remedy to ensure compliance with its codes. Code compliance proceedings are punitive and involve daily fines levied against the subject property. Nuisance abatement pursuant to this chapter is remedial in nature and specifically designed to immediately, or as soon as practicable, bring the property into compliance, thereby protecting the public welfare and directly improving and benefiting the property upon which the nuisance is abated, the cost of which, if completed by the city may be assessed against the property.

(2) In addition to nuisance abatement proceedings, if the city institutes code compliance proceedings against a property for an occurrence of a violation, once the subject violation/nuisance is abated, that occurrence of the code violation shall cease, and no further code compliance penalties may accrue for that specific occurrence.

(3) Repeat nuisance violations. Following the first notice under this chapter to abate a nuisance as described herein, any subsequent violation of the same nuisance classification(s) on the same property within a 12-month period may be abated by the city without further notice so long as the initial notice and order of abatement specifically provides for such subsequent abatement therein.

~~**Sec. 24-23. Notification of owner and other interested parties following removal by city.**~~

~~(a) *Notice.*~~

~~(1) Upon taking possession of the nuisance, if an object or thing, the department of code enforcement shall furnish notice in accordance with this section by regular mail to the owner of the property upon which such nuisance was located and to the owner of the object or thing, if known to be different, at the last known address, on or after ten days of the date when possession of the object or thing was taken. If the nuisance is a motor vehicle, notification of possession or removal shall also be provided to any lien holders. Such notice shall provide the following information:~~

~~a. The name and address of the property owner, lien holder, if any, and owner of the object or thing, if known to be different from the owner of the property;~~

~~b. A description of the object or thing, and, if a motor vehicle, or vehicle, its year, make, model, serial number, registration number and title registration number,~~

~~to the extent known;~~

~~c. The date such nuisance was removed;~~

~~d. The location from which the nuisance was removed;~~

~~e. The location where any such object or thing is being stored.~~

~~(2) The notice shall also advise the person or persons to whom it is addressed that the object or thing may be reclaimed upon payment to the city of all charges incurred by the city in its removal and storage, including the costs of notification required by this article, except that if such reclamation is not made within 30 days after date of the notice the right to reclaim the object or thing, as well as all right, title and interest of any lien holder, if a motor vehicle or vessel, shall be deemed to be waived and such person shall be deemed to have consented to its disposition or possession by the city.~~

~~(b) *Notice by publication.* If the object or thing constituting nuisance is a motor vehicle or vessel and there is inability to identify the current owner, it shall be sufficient notice under this section to publish the notice described above once in a newspaper of general circulation in the city. Such notice by publication may include multiple listings of objects and things.~~

~~(c) *Documentation filed with the state.* If the nuisance is a motor vehicle, a copy of any notice required in this section, as well as a copy of any certificate of sale issued hereunder by the city, shall be forwarded to the state division of motor vehicles.~~

Sec. 24-23. Notice.

Upon determination by the department that a nuisance exists that qualifies for abatement under the nuisance abatement program, notice shall be provided to the owner or other interested party in the following manner. These notices may be done concurrently or separately as determined by the department.

(1) A Notice of Violation detailing the nature of the nuisance(s) shall be mailed to the owner of the property regular mail.

(2) The matter shall be scheduled for a hearing before the Special Magistrate in which the enforcement officer will request that the property be declared a nuisance. Notice of such hearing shall be completed in accordance with F.S. § 162.12.

(3) A copy of the hearing notice and a copy of the notice of violation shall be posted at a location on the property where, in the judgement of the department, such posting will be conspicuously visible. The posting shall be in substantially the following form:

Notice to the owner and all persons interested in the described nuisance.

This nuisance, to wit: (setting forth brief description) is unlawfully upon the following property:

(Setting forth brief location).

A hearing on this matter has been scheduled before a Special Magistrate for the City of Fort Pierce. Should the Special Magistrate confirm the existence of the nuisance, the city will then cause the removal or abatement of the nuisance and if removed, will dispose of it in the manner provided for by law. The owner or affected individual will be liable for the costs of removal, abatement, storage, disposition, and publication of notice. Such costs will be imposed as a lien on the property if not otherwise paid within 30 days after receipt of the billing. For an unpaid lien, the city may institute foreclosure proceedings, as provided by law.

Dated this: (setting forth the date of posting of notice)

Signed: (setting forth name, title, address, and telephone number of code enforcement official)

~~**Sec. 24-24. Removal and disposition of motor vehicles.**~~

~~In the event a motor vehicle is declared by the department to be a nuisance in violation of this article, upon notice as provided by section 24-22, and upon an interested party's failure to timely request a hearing before the special magistrate then, in such event, the department may elect, in lieu of exercising procedures specified in section 24-23, to notify the police department. The police department shall then assign a tow truck operator to remove the vehicle all within the manner provided for by chapter 34, article IV, the provisions of which are incorporated within, and adopted for this article.~~

Sec. 24-24. Nuisance Abatement Hearings.

A hearing shall be held before the Special Magistrate to determine the following: (a) if a nuisance exists in violation of the city's code of ordinances, (b) if the nuisance poses a threat to the public health, safety, and welfare of the city, and (c) if the violation should be addressed through the Nuisance Abatement Program. The Special Magistrate may order the violator to pay a fine in an amount specified for each day the violation continues past the date set for compliance. In addition, if the violation qualifies for the Nuisance Abatement Program, the Special Magistrate shall order the city to make all reasonable repairs or take the necessary abatement measures that are required to bring the property into compliance and charge the violator with the cost of the repairs along with the fine imposed.

~~**Sec. 24-25. Alternative remedies**~~

~~As an alternative to the procedures set forth in this article to the extent such procedures involve abandoned vehicles on public property, F.S. § 705.103 et seq. is hereby incorporated by reference in this article as if fully set forth herein. If the department, in such department's discretion, shall pursue a remedy pursuant to the aforesaid section, the department shall comply completely and fully with its provisions.~~

Sec. 24-25. Enforcement of lien.

(1) If the city causes the nuisance to be abated in accordance with the order of the Special Magistrate, such expense shall become payable within 30 days, after which a lien and charge will be made upon the property, which shall be payable with interest at the rate of six percent per annum from the date the expense is recorded in the financial records of the city until paid. There shall be included in such assessment an additional charge in the amount established by resolution for administrative costs incurred by the city.

(2) Such lien shall be enforceable in accordance with Chapter 1, Article II, Division 2 of these Code of Ordinances and/or F.S. 162.09, to include foreclosure.

~~**Sec. 24-26. Discarding of object or thing as nuisance.**~~

~~It shall be unlawful for any person to discard or abandon any object or thing defined in this article as a nuisance upon a lot or premises not owned or occupied by such person without the consent of the owner thereof or the person occupying the same.~~

~~**Sec. 24-27. Penalties.**~~

~~Any person who has violated or who has been cited for violation of any of the provisions of this article shall be subject, in addition to the provisions of this article, to all provisions regarding enforcement of ordinances contained in this Code, including, but not limited to, reference of the violator to the special magistrate.~~

~~**Sec. 24-28. Enforcement of lien.**~~

~~(a) If, following initial notification of violation, no hearing has been timely requested and the nuisance has not been remedied, or a hearing was held and concluded adversely to the property owner, the department may cause the nuisance to be abated as described in this article, at the expense of the property owner.~~

~~(b) After abatement of the nuisance, the department shall certify to the finance director the expense incurred in abating the nuisance and shall include copies of all notices above described and a copy of any order entered by the special magistrate, whereupon such expense shall become payable within 30 days, after which a lien and charge will be made upon the property, which shall be payable with interest at the rate of six percent per annum from the date of such certification until paid. There shall be included in such assessment an additional charge in the amount established by resolution for administrative costs incurred by the city.~~

~~(c) Such lien shall be enforceable in the same manner as a tax lien in favor of the city, and shall constitute a first priority assessment lien against the effected property, superior to all liens except any lien for taxes. Said lien may be foreclosed as provided by law. Upon payment of such lien, the clerk of the circuit court shall, by appropriate means, evidence the satisfaction and cancellation of such lien upon the record thereof and notify the tax collector of such satisfaction. Notice of the aforesaid lien may be filed in the office of the clerk of the circuit court and recorded upon the other public records of the city.~~

~~(d) The finance director shall keep complete records relating to the amount payable for liens above-described and the amounts of such liens shall be included in tax statements for ad valorem taxes thereafter submitted to the owners of lands subject to such liens.~~

Secs. 24-2~~9~~6—24-59. Reserved.

SECTION 3. Chapter 24, Article IV – Buildings and Structures, Section 24-107 - Generally is hereby amended so that the same shall read thereinafter as follows:

Sec. 24-107 Generally.

(a) The city commission shall have power to provide by resolution for the removal and/or abatement of any building or structure that constitutes a menace to business, health, or safety, or any building or structure that constitutes a fire hazard ~~or which is unsightly, or does not conform in architecture to adjacent or surrounding buildings~~ which are hereby designated and declared to be a nuisance~~;~~.

(b) ~~that t~~The city commission shall have the power to designate other things that may constitute a nuisance.

(c) When any such building or structure shall have been declared a nuisance by resolution of the city commission and its removal or destruction required in such resolution as a nuisance and/or menace to business, health, safety, or as constituting a fire hazard ~~or because said building or structure is unsightly or does not conform in architecture to adjacent or surrounding buildings~~, such resolution shall require the owner, agent or any person, firm or corporation having a lien on or interest in said building or structure, which lien or interest is a matter of record in the public records of the county of such building or structure to show cause, at a time and place to be fixed and named by the resolution, why said building or structure should not be by the city commission condemned and its removal or destruction required.

(d) Notice of ~~which~~ such hearing shall be made by mailing by ~~registered or~~ certified mail a certified copy of said resolution to the hereinbefore named persons, firms, or corporations at least ten days prior to the date of said hearing by the city clerk.

(~~b~~e) After such hearing, if no good and sufficient cause be shown to the contrary, the city commission shall pass a resolution requiring the removal or destruction of such building or structure within a reasonable time to be named by the city commission in said resolution.

(~~c~~f) If such building or structure ~~be~~ is not removed or destroyed within the time fixed by said resolution the city commission may:

(1) By order, authorize the removal or destruction of the said building or structure in the name of the city.

(2) The cost of the removal and/or destruction of the building or structure hereinbefore referred to ~~shall be charged against the real estate upon which such building or structure shall be located and shall constitute a lien thereon superior in rank and dignity to all other liens, encumbrances, titles and claims to or against the real property involved whether or not recorded prior to the lien herein. The lien thereon shall continue until such costs of removal or destruction, including interest on such cost, together with all costs reasonably incurred in connection therewith, for the filing, recording, enforcement, foreclosure or otherwise of said lien, including reasonable attorney fees and costs through the appellate level shall have been fully paid off and discharged.~~ shall become payable within 30 days, after which a lien and charge will be made upon the property, which shall be payable with interest at the rate of six percent per annum from the date the expense is recorded in the financial records of the city until paid. There shall be included in such assessment an additional charge in the amount established by resolution for administrative costs incurred by the city.

(3) ~~By action in equity in the name of the said city, cause the same to be destroyed or removed in procedure in substantial compliance with the general laws of the state providing for the abatement of nuisances. The final decree of the court in~~

~~such cause may provide for the removal and/or destruction of such building within a time to be fixed by such decree and may further provide that upon the failure of the parties required to remove and/or destroy such building that the city cause the same to be destroyed and/or removed and that the cost of such removal and/or destruction shall be charged against the real estate upon which such building may be located, and be and constitute a lien thereon until such cost of removal, including interest on such cost and a reasonable solicitor's fee to be fixed by the court, shall have been fully paid off and discharged.~~ Such lien shall be enforceable in accordance with Chapter 1, Article II, Division 2 of these Code of Ordinances and/or F.S. 162.09. A certified copy of the lien shall be filed with the Clerk of Court and thereafter shall constitute a lien against the land on which the nuisance existed and upon any other real property owned by the violator.

SECTION 4. All ordinances of parts of ordinances in conflict herewith are andthe same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This ordinance is and the same shall become effectiveimmediately upon final passage hereof.

SECTION 6. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance, which shall be deemed separate, distinct, and independent provisions to the fullest extent possible.

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Sara 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. _____ was duly advertised by title only in the St. Lucie News Tribune on _____ and _____; 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 _____; and was duly introduced, read by title only, and passed on second and final reading on _____, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___ day of _____ 2024.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: PEGGY ARRAIZ, COMMUNITY RESPONSE DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CHAPTER 24 - NUISANCES - FULL VERSION FOR FINAL REVIEW

CAO RLS FILE: RLS 24-79

DATE: MAY 14, 2024

I have reviewed the above Request for Legal Services (RLS). I have made significant changes to the formatting and order of this Ordinance as well as suggested changes to the content. Such is uploaded in a Track Changes and a Clean Copy Version for your review.

If the changes in the Clean Copy Version are acceptable to you, it is approved as to form and correctness. If any additional changes are desired, please resubmit this Ordinance for further review.

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

Thank you.
SH/mm

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. Sections 190.005 and 190.046; 351
    c. Section 553.73, relating to the Florida Building Code; or
    d. Section 633.202, relating to the Florida Fire Prevention Code.

CHAPTER 24 - NUISANCE ABATEMENT

PROPOSED ORDINANCE AMENDMENTS

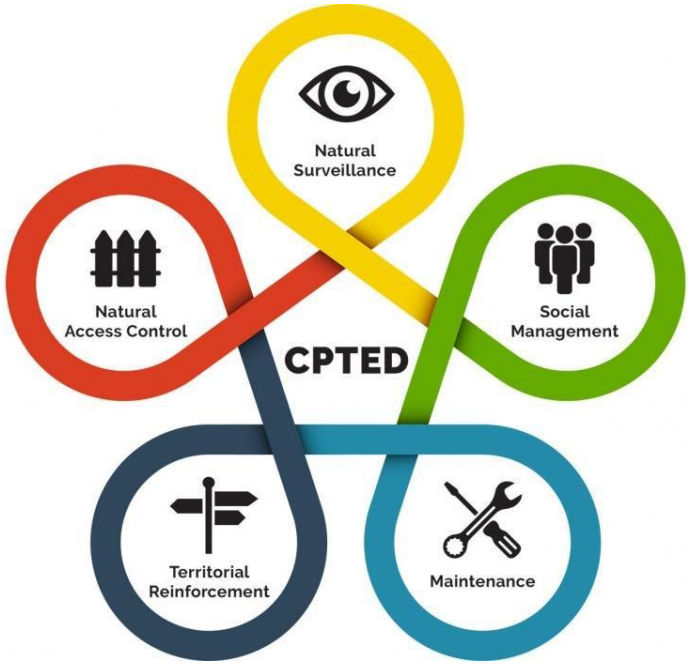
June 17, 2024

SUMMARY OF CHANGES

- Definitions are only for clarification of specific terms.
- Old definitions are incorporated into the code.
- CPTED (Crime Prevention Through Environmental Design), which was previously adopted by resolution, is added to the ordinance.
- It officially creates a “Nuisance Abatement Program”.
- Changes penalties and liens from being a separate type of lien to be consistent with code enforcement liens.



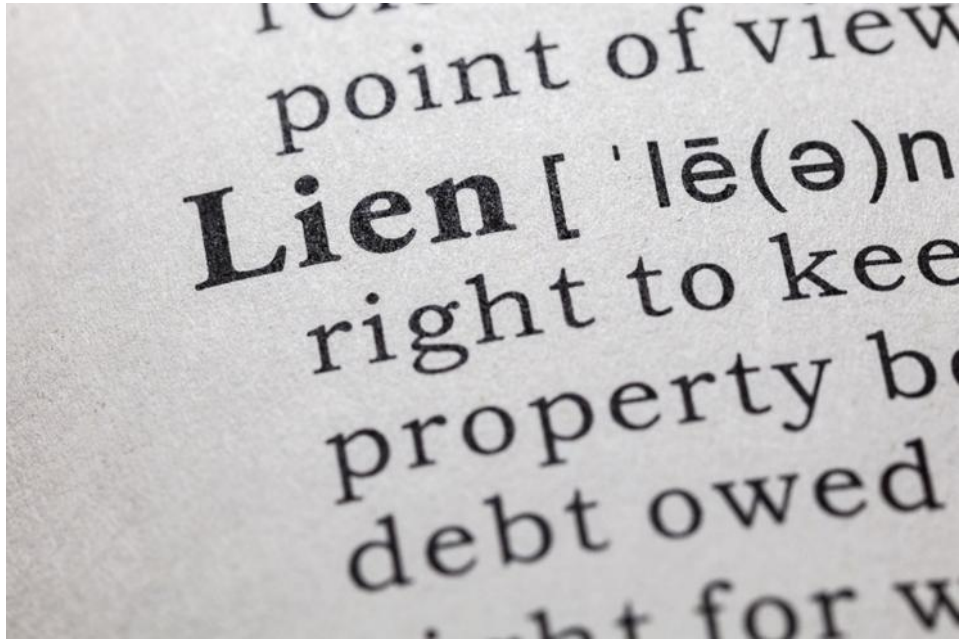
CHAPTER 24, ARTICLE II NUISANCE ABATEMENT



- The conditions previously listed as a definition is fully incorporated into the code as a violation.
- CPTED guidelines previously adopted by resolution are fully incorporated into the code as a violation.
- Creates the Nuisance Abatement Program:
  - Changes process for addressing nuisance abatement violations (lot clearing, vacant buildings, etc.).
  - Updates notice requirements.
  - Provides for the Special Magistrate, by a written order, to declare a nuisance and order its abatement.
  - Addresses repeat violations.
- Standardizes how liens are imposed and enforced. (eliminates "lot clearing liens")

CHAPTER 24, ARTICLE IV BUILDINGS AND STRUCTURES

- Minor amendments to address what constitutes a nuisance building/structure.
- Standardizes how liens are imposed and enforced. (eliminates "demolition lien")



QUESTIONS?

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT 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:

06/07/2024

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 06/07/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-29

My commission expires

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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 City Charter and Florida Statute 166.041, will hold Public Hearings on Monday, June 17, 2024 and Monday, July 1, 2024 at 5:05 p.m., in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 24-013 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 1 – GENERAL PROVISIONS, ARTICLE II – CODE ENFORCEMENT; AMENDING CHAPTER 1, ARTICLE II, DIVISION 1, BY CREATING SECTIONS 1-41 THROUGH 1-47 TO PROVIDE FOR A TITLE, PROVIDE FOR INTENT, CREATE DEFINITIONS, ESTABLISH PROCEDURES FOR CODE ENFORCEMENT HEARINGS, AND PROVIDE POWERS AND DUTIES; AMENDING CHAPTER I, ARTICLE II, DIVISION 2 BY DELETING SECTIONS 1-69 THROUGH 1-76 THAT WERE ADDED TO DIVISION 1; AMENDING CHAPTER 1, ARTICLE II, DIVISION 2 BY TITLE; AMENDING CHAPTER 1, ARTICLE II, DIVISION 2 BY AMENDING AND ADDING SECTIONS 1-77 THROUGH 1-81 TO ADD REGULATIONS FOR IMPOSING FINES AND ASSESSING LIENS, PROVIDE FOR LIEN REDUCTIONS, AND TO PROVIDE FOR UNENFORCEABLE LIENS; AMENDING CHAPTER 1, ARTICLE II, DIVISION 3 BY TITLE; AMENDING CHAPTER 1, ARTICLE II, DIVISION 3 BY DELETING SECTION 1-99 DEFINITIONS, AMENDING HOW CITATIONS ARE PROCESSED, AND AMENDING THE CLASSES OF VIOLATION; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

ORDINANCE NO. 24-014 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 28 – PARKS, RECREATION AND SPECIAL EVENTS BY AMENDING ARTICLE I – IN GENERAL, SECTION 28-4 – FISHING WITHIN THE CITY TO INCLUDE AREAS OF JAYCEE PARK AND SOUTH CAUSEWAY PARK; DELETING SECTION 28-5 – CLEANING OF BEACH DURING TURTLE NESTING SEASON; AMENDING ARTICLE II – PARKS AND RECREATION, SECTION 38-30 – HOURS TO PROVIDE REGULATIONS BY SIGNAGE; AMENDING SECTION 28-31 – PROHIBITED ACTIVITIES BY AMENDING TEMPORARY SHELTER REGULATIONS; TO ALLOW DIGGING IN THE SAND/BEACH AREAS; CLARIFYING ANIMALS PERMITTED IN PARKS TO BE SERVICE ANIMALS; TO PROHIBIT THE USE OF FIREWORKS IN PARKS; AMENDING SECTION 28-33 – PARKING WITHIN PARKS TO PROVIDE REGULATIONS BY SIGNAGE; TO PROVIDE REGULATIONS REGARDING TYPE OF AND SIZE OF VEHICLES; AMENDING SECTION 28-37 – APPLICATION FOR SPECIAL USE PERMIT, SUBSECTION (a) TO ALLOW THE CITY MANAGER TO ASSIGN A DESIGNEE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 24-019 -
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 22 – LICENSES, TAXATION AND BUSINESS REGULATIONS BY AMENDING THE CHAPTER TITLE; AMENDING ARTICLE II – BUSINESS TAX TO DELETE BUSINESS TAX IN ITS ENTIRETY; CREATING A NEW ARTICLE II – CERTIFICATE OF USE PROGRAM, SECTIONS 22-19 TO 22-54 ESTABLISHING DEFINITIONS, REQUIREMENTS, APPLICATION, TERMS, RENEWAL, OTHER CERTIFICATES, REQUIRED REVIEWS, INSPECTIONS, FEES AND PENALTIES, FAILURE TO OBTAIN CERTIFICATE OF USE, DENIAL AND REVOCATION, AND ENFORCEMENT; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinances; said Ordinances 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
June 7 2024
LSAR0112813

City Commission Regular Meeting - 5:05 pm **12. f.**

Meeting Date: 07/01/2024

Re: Ordinance No. 24-XXX - Amending Chapter 1, Article II - Code Enforcement

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

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SUBJECT:

Legislative Hearing - Ordinance No. 24-013 - An ordinance amending the Code of Ordinances of the City of Fort Pierce, Chapter 1, Article II - Code Enforcement. SECOND READING

SUMMARY:

A proposed amendment of Chapter 24 to provide for the following:

- Amending Article II, Division 1 to provide definitions, establishing procedures for code enforcement hearings and provide power and duties.
- Amending Article II, Division 2 to add regulations for imposing fines and assessing liens, provide for lien reductions and to provide for unenforceable liens.
- Amending Article II, Division 3 amending how citations are processed and amending the violations classes.

RECOMMENDATION:

Staff recommends APPROVAL of the proposed amendment as presented.

ALTERNATIVES:

Approve with modification.
Disapprove all amendments.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Building Department
Janey Vanderhorst, Deputy Director of Community Response
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance No. 24-013 - Amending Chapter 1, Article II - Code Enforcement
Memo from City Attorney - Final Review in Ordinance Format

Business Impact Estimate Form - Chapter 1
Presentation
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	04/05/2024 04:17 PM
City Manager	Nick Mimms	06/06/2024 03:23 PM

Form Started By: Peggy Arraiz Started On: 04/05/2024 03:21 PM
Final Approval Date: 06/18/2024

ORDINANCE NO. 24-013

AN ORDINANCE **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 1 – GENERAL PROVISIONS, ARTICLE II – CODE ENFORCEMENT**; AMENDING CHAPTER 1, ARTICLE II, DIVISION 1, BY CREATING SECTIONS 1-41 THROUGH 1-47 TO PROVIDE FOR A TITLE, PROVIDE FOR INTENT, CREATE DEFINITIONS, ESTABLISH PROCEDURES FOR CODE ENFORCEMENT HEARINGS, AND PROVIDE POWERS AND DUTIES; AMENDING CHAPTER I, ARTICLE II, DIVISION 2 BY DELETING SECTIONS 1-69 THROUGH 1-76 THAT WERE ADDED TO DIVISION 1; AMENDING CHAPTER 1, ARTICLE II, DIVISION 2 BY TITLE; AMENDING CHAPTER 1, ARTICLE II, DIVISION 2 BY AMENDING AND ADDING SECTIONS 1-77 THROUGH 1-81 TO ADD REGULATIONS FOR IMPOSING FINES AND ASSESSING LIENS, PROVIDE FOR LIEN REDUCTIONS, AND TO PROVIDE FOR UNENFORCEABLE LIENS; AMENDING CHAPTER 1, ARTICLE II, DIVISION 3 BY TITLE; AMENDING CHAPTER 1, ARTICLE II, DIVISION 3 BY DELETING SECTION 1-99 DEFINITIONS, AMENDING HOW CITATIONS ARE PROCESSED, AND AMENDING THE CLASSES OF VIOLATION; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Fort Pierce has established rules that regulate how code enforcement actions are taken; and

WHEREAS, these rules include the appointment of and assignment of duties for the role of the Special Magistrate; and

WHEREAS, the City Commission finds it necessary to periodically review and update these rules to be consistent with current statutes and enforcement methods; and

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

SECTION 1. Chapter 1 – General Provisions, Article II – Code Enforcement, Division 1 – Generally is hereby amended so that the same shall read thereinafter as follows:

Sec. 1-41. Short title.

This article shall be known as the "City of Fort Pierce Municipal Code Enforcement Ordinance".

Sec. 1-42. Intent.

The position of the city special magistrate exists to promote, protect, and improve the health, safety, and welfare of the citizens of the city by providing an equitable, expeditious, and effective method of enforcing the codes in force in the city.

Sec. 1-43. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Citation means the notice issued by a code enforcement officer in a form prescribed by the city and shall contain:

(1) The date and time of issuance.

(2) The name and address of the person to whom the citation is issued.

(3) The date and time the civil infraction was committed.

(4) The facts constituting reasonable cause.

(5) The number or section of the code or ordinance violated.

(6) The name and authority of the code enforcement officer.

(7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.

(8) The applicable civil penalty, if the person elects to contest the citation.

(9) The applicable civil penalty, if the person elects not to contest the citation.

(10) A conspicuous statement that, if the person fails to pay the civil penalty within the time allowed or fails to appear in court to contest the citation, the person shall be deemed to have waived his/her right to contest the citation and that, in such case, judgment may be entered against that person for an amount up to the maximum civil penalty.

Code inspector means any authorized agent or employee of the city whose duty is to ensure code compliance and may include code enforcement officers, building inspectors, law enforcement officers, and animal control officers.

Local governing body means the legislative body of the city.

Local governing body attorney means the legal counselor for the city.

Person means any natural person, firm, co-partnership, association, or corporation, or individual acting on behalf of or employed by a business. If other than a natural person, the citation shall be issued in the name of an individual who is an officer, director, or partner of the firm, co-partnership, association, or corporation.

Violation means a violation of a provision of a code or ordinance of the city.

Repeat violation means a violation of a provision of a code or ordinance by a person who has been previously found through a code enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within 5 years prior to the violation, notwithstanding the violations occur at different locations.

Special magistrate means an attorney and member of the state bar who shall be appointed by the city commission to preside over code enforcement matters and who may be discharged by the city commission at its discretion, with or without cause.

Sec. 1-44. Special magistrate.

Pursuant to F.S. § 162.03, the local governing body adopts a code enforcement system that gives the office of the special magistrate the authority to hold hearings and assess fines against violators of the codes and ordinances of the city. The special magistrate shall have the jurisdiction and authority to hear and to decide alleged violations of the codes and ordinances of the city, and exercise the powers of a code enforcement board, as provided in F.S. Ch. 162, and this Code.

Sec. 1-45. Enforcement procedure.

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no special magistrate shall have the power to initiate such enforcement proceedings.

(b) All enforcement procedures and proceedings of this division shall comply with F.S. Ch. 162, as may be amended from time to time.

Sec. 1-46. Conduct of hearing.

(a) The special magistrate may call code enforcement hearings. The special magistrate at any hearing may set a future hearing date. The special magistrate shall attempt to hold a hearing no less frequently than once every two months, but the special magistrate may hold a hearing more or less often as the demand necessitates. All hearings and proceedings shall be open to the public. The local governing body shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of the special magistrate's duties.

(b) Each case before the special magistrate shall be presented by either the local governing body attorney or by a member of the administrative staff of the local governing body.

(c) The special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern said proceedings.

(d) At the conclusion of the hearing, the special magistrate shall issue findings of fact, based on evidence of record, and conclusions of law and shall issue an order affording the proper relief consistent with powers granted in this division.

Sec. 1-47. Powers.

The special magistrate shall have the power to:

(1) Adopt rules for the conduct of special magistrate hearings;

(2) Subpoena alleged violators and witnesses to special magistrate hearings. Subpoenas may be served by the sheriff of the county, code inspector, or by any other person designated by the city commission;

(3) Subpoena evidence;

(4) Take testimony under oath;

(5) Issue orders having the force of law, commanding whatever steps are necessary to bring a violation into compliance.

Secs. ~~1-41 – 1-68~~ 1-48 – 1-76. Reserved.

SECTION 2. Chapter 1 – General Provisions, Article II – Code Enforcement, Division 2 – Special Magistrate is hereby amended so that the same shall read thereinafter as follows:

~~***DIVISION 2. SPECIAL MAGISTRATE***~~

~~**Sec. 1-69. Short title.**~~

~~This article shall be known as the "City of Fort Pierce Municipal Code Enforcement Ordinance."~~

Sec. 1-70. Intent.

The position of the city code enforcement special magistrate exists to promote, protect, and improve the health, safety and welfare of the citizens of the city by providing an equitable, expeditious, effective and inexpensive method of enforcing the technical codes in force in the city, including, but not limited to, occupational license, fire, building, zoning, and sign codes.

Sec. 1-71. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Code inspector means any authorized agent or employee of the city whose duty it is to ensure code compliance.

Local governing body means the legislative body of the city.

Local governing body attorney means the legal counselor for the city.

Special magistrate means an attorney and member of the state bar who shall be appointed by the city commission for a term of two years to preside over code enforcement matters and who may be discharged by the city commission at its discretion, with or without cause.

Sec. 1-72. Special magistrate.

Pursuant to F.S. § 162.03, the local governing body adopts a code enforcement system that gives the office of the special magistrate the authority to hold hearings and assess fines against violators of the codes and ordinances of the city. The special magistrate shall have the jurisdiction and authority to hear and to decide alleged violations of the codes and ordinances of the city, and exercise the powers of a code enforcement board, as provided in F.S. Ch. 162, and this Code.

Sec. 1-73. Enforcement procedure.

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no special magistrate shall have the power to initiate such enforcement proceedings.

(b) All enforcement procedures and proceedings shall comply with F.S. Ch. 162.

~~Sec. 1-74. Conduct of hearing.~~

~~(a) The special magistrate may call code enforcement hearings. The special magistrate at any hearing may set a future hearing date. The special magistrate shall attempt to hold a hearing no less frequently than once every two months, but the special magistrate may hold a hearing more or less often as the demand necessitates. Minutes shall be kept of all hearings by the special magistrate, and all hearings and proceedings shall be open to the public. The local governing body shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of the special magistrate's duties.~~

~~(b) Each case before the special magistrate shall be presented by either the local governing body attorney or by a member of the administrative staff of the local governing body.~~

~~(c) The special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern said proceedings.~~

~~(d) At the conclusion of the hearing, the special magistrate shall issue findings of fact, based on evidence of record, and conclusions of law and shall issue an order affording the proper relief consistent with powers granted in this division.~~

~~Sec. 1-75. Powers.~~

~~The special magistrate shall have the power to:~~

~~(1) Adopt rules for the conduct of special magistrate hearings;~~

~~(2) Subpoena alleged violators and witnesses to special magistrate hearings. Subpoenas may be served by the sheriff of the county, code inspector, or by any other person designated by the city commission;~~

~~(3) Subpoena evidence;~~

~~(4) Take testimony under oath;~~

~~(5) Issue orders having the force of law, commanding whatever steps are necessary to bring a violation into compliance.~~

~~**Sec. 1-76. Provisions of article supplemental.**~~

~~Nothing contained in this division shall prohibit the city commission from enforcing its codes by any other means. It is the legislative intent of this division to provide an additional or supplemental means of obtaining compliance with local codes.~~

DIVISION 2. FINES AND LIENS

Sec. 1-77. Fines imposed.

(1) Pursuant to F.S. § 162.09(2)(a), a fine imposed pursuant to this section shall not exceed two hundred fifty dollars ($250.00) per day for a first violation and shall not exceed five hundred dollars ($500.00) per day for a repeat violation, and, in addition, may include all costs of repairs incurred in accordance with this article. However, if a special magistrate finds the violation to be irreparable or irreversible in nature, the special magistrate may impose a fine not to exceed five thousand dollars ($5,000.00) per violation.

(2) In determining the amount of the fine, if any, the special magistrate shall consider the following factors:

a. The gravity of the violation;

b. Any actions taken by the violator to correct the violation; and

c. Any previous violations committed by the violator.

(3) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to a court of competent jurisdiction, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first.

(4) After 3 months from the filing of any such lien which remains unpaid, the Special Magistrate may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest.

Sec. 1-78. Duration of lien.

No lien provided by this article shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

Sec. 1-~~78~~ 79. Appeals.

An aggrieved party, including the local governing body, may appeal a final administrative order of the special magistrate to the circuit court. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. 1-80. Lien Reductions.

Liens imposed pursuant to this chapter may qualify for reduction if specific criteria are met. Such criteria shall be adopted by resolution. Upon payment of an approved reduced amount, the city shall execute a satisfaction or release of lien entered pursuant to this section. It is not the intention of the section to guarantee the reduction of any lien that was legally placed upon a person or property.

Sec. 1-81. Unenforceable liens.

The city manager shall be authorized to execute a release of a lien imposed by this section that is legally unenforceable or uncollectible or when the release is in the best interest of the city.

~~Secs. 1-79~~ 82 —1-97. Reserved.

SECTION 3. Chapter 1 – General Provisions, Article II – Code Enforcement, Division 3 – Supplemental Procedures is hereby amended so that the same shall read thereinafter as follows:

DIVISION 3. ~~SUPPLEMENTAL PROCEDURES~~ CITATION PROCEDURE

Sec. 1-98. Authority; intent; applicability.

This division is adopted pursuant to the authority granted by F.S. §§ 162.21—162.23. The procedures contained herein are declared to be an additional and supplemental means of enforcing the codes and ordinances. ~~Nothing contained herein shall be~~

~~construed as limiting any other means of enforcement consistent with general or special law, or this Code. The provisions of this division shall apply to all violations of city codes or ordinances which are expressly declared by the city commission to be governed by the provisions of this division.~~ This division shall not apply to building codes, adopted pursuant to F.S. § 553.73, as they apply to construction, provided that a building permit is either not required or has been issued by the city.

~~Sec. 1-99. Definitions.~~

~~The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Citation* means the notice issued by a code enforcement officer in a form prescribed by the city and shall contain:~~

~~(1) The date and time of issuance.~~

~~(2) The name and address of the person to whom the citation is issued.~~

~~(3) The date and time the civil infraction was committed.~~

~~(4) The facts constituting reasonable cause.~~

~~(5) The number or section of the code or ordinance violated.~~

~~(6) The name and authority of the code enforcement officer.~~

~~(7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.~~

~~(8) The applicable civil penalty, if the person elects to contest the citation.~~

~~(9) The applicable civil penalty, if the person elects not to contest the citation.~~

~~(10) A conspicuous statement that, if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his right to contest the citation and that, in such case, judgment may be entered against that person for an amount up to the maximum civil penalty.~~

~~*Code enforcement officer* means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city, and may include code inspectors, building inspectors, law enforcement officers and animal control officers. The training and qualifications of the employees or agent shall be determined by the city.~~

~~*Person* means any natural person, firm, co-partnership, association, or corporations, or individual acting on behalf of or employed by a business. If other than a natural person, the citation shall be issued in the name of an individual who is an officer, director, or partner of the firm, co-partnership, association, or corporation.~~

~~*Special magistrate* shall have the meaning set forth in section 1-71.~~

Sec. 1-~~100~~ 99. Citation authorization; violation as civil infraction; maximum civil penalty.

(a) Any code enforcement officer is hereby authorized to issue a citation to a person when, based upon personal investigation, the code enforcement officer has reasonable cause to believe that the person has committed a violation of any kind of an ordinance as set forth in section 1-10~~6~~ 5. Pursuant to F.S. § 403.413(7), or as the same may hereafter be renumbered, code enforcement officers are designated to enforce the Florida Litter Law (presently codified as F.S. § 403.413).

(b) A code or ordinance violation for which a citation may be issued pursuant to this division, shall be deemed to be a civil infraction.

(c) The maximum civil penalty for such civil infraction shall not exceed $500.00 per violation. In addition to the civil penalty, the code enforcement officer may request that the special magistrate or court issue an order to include all applicable costs of prosecution and legislative assessments, plus court costs.

(d) A civil penalty of less than the maximum civil penalty shall be assessed if the violator does not contest the violation. The amount of the penalty for an uncontested citation shall be determined by the class of the violation as set out in section 1-10~~6~~ 5.

Sec. 1-10~~1~~ 0. Notice prior to citation issuance; exception.

(a) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, the code enforcement officer may issue a citation to the person who has committed the violation.

(b) A code enforcement officer shall not be required to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation, provided that a repeat violation is found or that the code

enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

Sec. 1-10~~2~~ 1. Service of warning notice or citation.

(a) Written warning notices and/or citations shall be provided to the alleged violator by hand delivery by the code enforcement officer. In the absence of the alleged violator, issuance of a written warning notice or citation may be accomplished by leaving a copy at the alleged violator's residence with any person residing therein who is 15 years of age or older, and informing the person of the contents; ~~or by leaving a copy at the alleged violator's place of business with any employee or agent acting on his behalf, and informing the person of the contents~~; or by certified mail, return receipt requested.

(b) Issuance of a written warning notice or citation to a business may be accomplished by leaving a copy at the business, during regular business hours, with any employee and informing the employee of the contents or by registered or certified mail, return receipt requested. Each employee of the business shall be deemed an agent of the business for service of warning notices and citations.

Sec. 1-10~~3~~ 2. Form of contents of citation~~; filing with court~~.

(a) A citation issued by a code enforcement officer shall be in a form prescribed by the city commission or by administrative order of the chief judge of the nineteenth judicial circuit and shall contain the information as set out under the definition of the term "citation" in section 1-~~99~~ 71.

~~(b) After issuing a citation to an alleged violator that does not require a mandatory court appearance, a code enforcement officer shall deposit the original citation with the code enforcement clerk within two working days. The code enforcement officer shall retain one copy for his records.~~

~~(c) After issuing a citation to an alleged violator that requires a mandatory court appearance, a code enforcement officer shall deposit the original citation with the county court by filing same with the clerk of court within two working days. The code enforcement officer shall retain one copy for his records.~~

Sec. 1-10~~4~~ 3. Refusal to sign citation.

(a) If the person cited refuses to sign the citation, the code enforcement officer shall write the words "refused" or "refused to sign" in the space provided for the person's signature and shall then leave a copy of the citation with the person cited, if possible.

(b) Following such refusal to sign, the code enforcement officer ~~shall~~ may contact the city police department to report such refusal as a violation of F.S. § 162.21(6).

Sec. 1-10~~5~~ 4. Processing citations; payment of fines; court hearings.

(a) If the person elects not to contest the citation, such person shall pay in full the applicable reduced civil penalty, as set forth in this division, to the city within 30 calendar days of the issuance of the citation.

(b) If the person cited elects to pay the applicable reduced civil penalty set forth herein, the person shall be deemed to have admitted the infraction and waived the right to a hearing. If the person cited fails to pay the civil penalty by the 30th calendar day after issuance of the citation or fails to request a hearing within the time prescribed, the code enforcement officer shall either request a hearing be scheduled before the special magistrate or file the citation with the St. Lucie County Clerk of Court.

(c) If the person elects to contest the citation, the person shall request a hearing before the special magistrate within 14 calendar days of the date of citation. The code enforcement clerk shall notify the code enforcement officer of any contested citations and of the date when such contested citation may be scheduled to be heard by the special magistrate. The case shall be presented by the code enforcement officer who issued the citation and the standard of proof shall be a preponderance of the evidence. A contest of the citation shall be deemed a waiver by the person of any right to pay the reduced civil penalty and, upon a finding by the special magistrate that the person cited committed the civil infraction charged, the special magistrate may order the violator to correct the violation and may impose a civil penalty up to the maximum civil penalty, plus all applicable costs of prosecution, plus court costs in the amount established by resolution. The special magistrate may provide for the civil penalty to be paid, and the violation to be corrected, within such time as the special magistrate determines to be appropriate but such time shall not exceed 30 days. If the person found to be in violation fails to pay the civil penalty or to correct the violation within the time provided, the citation shall be referred to the clerk of courts for enforcement as provided by F.S. § 318.325 and may be punishable as provided in F.S. § 316.1967.

(d) Should the person cited schedule a hearing as provided for herein, and thereafter fail to appear at such hearing, the person shall be deemed to have waived the right to contest the citation and order determining violation shall be entered against the person in an amount not to exceed the maximum civil penalty; provided, however, that the special magistrate shall have the discretion to continue or reschedule any

hearing when it determines that doing so will further the interest of justice. In such event, the code enforcement clerk shall notify the code enforcement officer and the person cited of the date and time of the hearing as rescheduled.

~~(e) In the event an order is entered finding that a violation of an ordinance cited has been committed, the city may record said order in the official records of the county and the same shall thereinafter constitute notice to and be binding upon the violator and any subsequent purchasers, successors in interest, or assigns, if the violation concerns real property, and the findings therein shall be binding upon the violator and any subsequent purchasers, successors in interest, or assigns, if the violation concerns real property.~~

~~(f) If the person cited has been previously cited for the same violation at least two times within a 12-month period or commits a violation that requires a mandatory court appearance, upon issuance of the citation, the person shall not have the option of paying a reduced civil penalty but instead shall appear before a county court judge to answer the charge.~~

~~(g) Payment of any civil penalty imposed by this division shall be made to the city, if a judgment has been entered for the civil penalty and satisfied, the code enforcement officer shall be notified that the judgment is satisfied and a satisfaction of judgment shall then be prepared and recorded in the official records of the county.~~

~~(h) The Florida Rules of Civil Procedure and the Florida Evidence Code shall apply.~~

Sec. 1-10~~6~~ 5. Classes of violations.

(a) Penalty (reduced civil penalty).

Reduced Civil Penalty for Violations			
Violation Classification	*First Offense*	*Second Offense*	*Third and Subsequent*
Class I	$50.00	$100.00	Court hearing mandatory
Class II	$100.00	$200.00	Court hearing mandatory
Class III	$250.00	Court hearing mandatory	Court hearing mandatory

(b) Violations of the city codes and ordinances which constitute civil infractions for which citations may be issued are considered a Class I violation except where specifically provided herein:

Code and Ordinance Violation Classes

Chapter or Section	*Description*	*Class*
Section 16-82	Sea turtle lighting	II
Section 18-24	Manufacture, sale and use of fireworks	II
Chapter 22	~~Occupational license, not otherwise specified~~ Licenses, taxation and business regulations, not otherwise specified	II
Chapter 22, article III	Adult entertainment	III
Chapter 24	Nuisances	III
Section 26-2	Storage of scraps and waste	II
Section 26-3	Storage of commodity in vehicle	II
Section 26-6	Refrigerators and iceboxes; safety requirements	III
~~Chapter 117~~	~~Signs~~	~~II~~
Section 30-25	Littering/dumping prohibited	II
Section 30-30	Bulk trash removal; residential	II
~~Section 24-19~~	~~Nuisances on property, not otherwise specified~~	~~III~~
~~Section 120-8~~	~~Maintenance of stormwater facilities~~	~~III~~
Section 34-31(j)	Commercial/Industrial vehicle restrictions	III
Section 36-411	Stormwater discharges prohibited	III
~~Section 38-76~~	~~Using vessel as place of business~~	~~II~~
Chapter 117	Signs	II
Section 120-8	Maintenance of stormwater facilities	III
Chapter 125	Zoning violations - not otherwise specified	II
~~Section 125-315~~	~~Parking commercial vehicles in residential areas~~	~~III~~
Section 125-240	Compliance with conditions of approval	III

SECTION 4. All ordinances of parts of ordinances in conflict herewith are andthe same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance, which shall be deemed separate, distinct, and independent provisions to the fullest extent possible.

SECTION 6. This ordinance is and the same shall become effectiveimmediately upon final passage hereof.

APPROVED AS TO

FORM AND CORRECTNESS:

_____

Sara 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. _____ was duly advertised by title only in the St. Lucie News Tribune on _____ and _____; 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 _____; and was duly introduced, read by title only, and passed on second and final reading on _____, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___ day of _____ 2024.

_____

Linda Hudson, Mayor

ATTEST:

_____

Linda W. Cox

City Clerk

(SEAL)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	PEGGY ARRAIZ, DIRECTOR OF COMMUNITY RESPONSE
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CHAPTER 1, ARTICLE II - CODE ENFORCEMENT - FINAL REVIEW IN ORDINANCE FORMAT
CAO RLS FILE:	RLS 24-81
DATE:	JUNE 4, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance, which has been uploaded to Agenda Quick in a Track Changes format. I have created a Clean Copy version incorporating all of the suggested changes, also uploaded to Agenda Quick. With the suggested changes implemented, Ordinance is approved as to form and correctness.

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

Thank you.
SH/mm

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. Sections 190.005 and 190.046; 351
    c. Section 553.73, relating to the Florida Building Code; or
    d. Section 633.202, relating to the Florida Fire Prevention Code.

Chapter 1 – Article II
Code Enforcement

Proposed Ordinance Amendments

June 17, 2024

Summary of Changes

- Definitions are combined from throughout the Article to be together in Division 1 and are updated with definitions from State Statute 162.
- Minor amendments to be consistent with other sections of our code and current processes are incorporated.
- The code is amended to include how the City initiates fines and handles liens.
- Additional amendments address how the City handles citations.
- Classes of violations for which citations are issued has been updated.



Division I – Generally

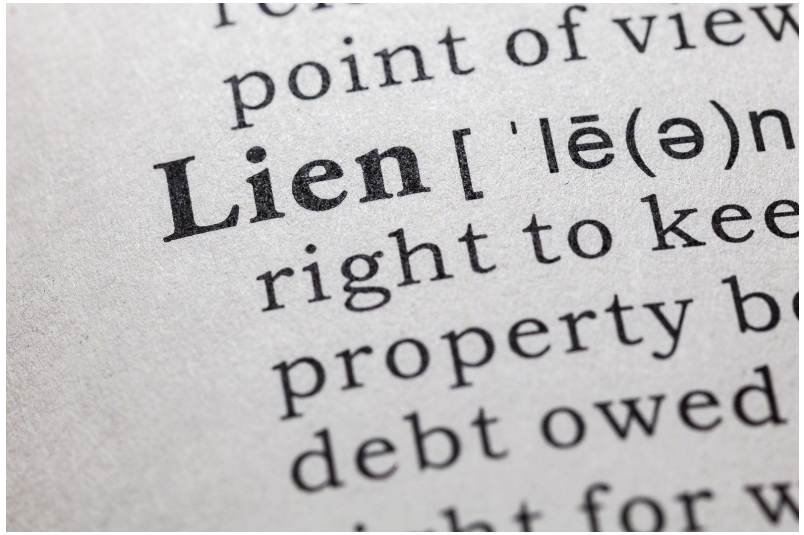
- Currently Division I is empty.
- The proposed amendment brings the “general” issues together, including:
  - Definitions
  - Special Magistrate
    - Authority/Powers
  - General enforcement procedures
    - Chapter 162 adopted by reference
  - Conduct of hearing



Division II – Fines and Liens

Section 1-77. Fines Imposed

- Adds state statute requirements for assessing fines, imposing a lien and authorizing the city to foreclose.
- State statute guidelines are already incorporated by reference in Section 1-73(b), but due to our newly implemented foreclosure actions, are being specifically included in our codes for clarity to the public.
- Adds the right of the city to reduce the liens – but specifically states a reduction is not guaranteed.
- Provides the ability of the City Manager to address unenforceable liens (i.e. liens on city owned property, bankruptcies, etc.).





Division III – Citation Procedure

- Deletes sections or references that are a process/procedure, are contradictory to other sections or simply outdated.
- Gives the City the ability to determine how the citations are processed – either through the Special Magistrate or through the County Court system.
- Updates the Classes of Violations
  - Most changes are simply updating their titles to be current with our code or to address the re-numbering from the ordinance re-write of 2020.
  - Added Fireworks.
  - Added Refrigerators and icebox safety requirements.

Questions?

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT 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:

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Legal Clerk

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3-7-29

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CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINGS

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, June 17, 2024 and Monday, July 1, 2024 at 5:05 p.m., in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 24-013 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 1 – GENERAL PROVISIONS, ARTICLE II – CODE ENFORCEMENT; AMENDING CHAPTER 1, ARTICLE II, DIVISION 1, BY CREATING SECTIONS 1-41 THROUGH 1-47 TO PROVIDE FOR A TITLE, PROVIDE FOR INTENT, CREATE DEFINITIONS, ESTABLISH PROCEDURES FOR CODE ENFORCEMENT HEARINGS, AND PROVIDE POWERS AND DUTIES; AMENDING CHAPTER I, ARTICLE II, DIVISION 2 BY DELETING SECTIONS 1-69 THROUGH 1-76 THAT WERE ADDED TO DIVISION 1; AMENDING CHAPTER 1, ARTICLE II, DIVISION 2 BY TITLE; AMENDING CHAPTER 1, ARTICLE II, DIVISION 2 BY AMENDING AND ADDING SECTIONS 1-77 THROUGH 1-81 TO ADD REGULATIONS FOR IMPOSING FINES AND ASSESSING LIENS, PROVIDE FOR LIEN REDUCTIONS, AND TO PROVIDE FOR UNENFORCEABLE LIENS; AMENDING CHAPTER 1, ARTICLE II, DIVISION 3 BY TITLE; AMENDING CHAPTER 1, ARTICLE II, DIVISION 3 BY DELETING SECTION 1-99 DEFINITIONS, AMENDING HOW CITATIONS ARE PROCESSED, AND AMENDING THE CLASSES OF VIOLATION; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

ORDINANCE NO. 24-014 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 28 – PARKS, RECREATION AND SPECIAL EVENTS BY AMENDING ARTICLE I – IN GENERAL, SECTION 28-4 – FISHING WITHIN THE CITY TO INCLUDE AREAS OF JAYCEE PARK AND SOUTH CAUSEWAY PARK; DELETING SECTION 28-5 – CLEANING OF BEACH DURING TURTLE NESTING SEASON; AMENDING ARTICLE II – PARKS AND RECREATION, SECTION 38-30 – HOURS TO PROVIDE REGULATIONS BY SIGNAGE; AMENDING SECTION 28-31 – PROHIBITED ACTIVITIES BY AMENDING TEMPORARY SHELTER REGULATIONS; TO ALLOW DIGGING IN THE SAND/BEACH AREAS; CLARIFYING ANIMALS PERMITTED IN PARKS TO BE SERVICE ANIMALS; TO PROHIBIT THE USE OF FIREWORKS IN PARKS; AMENDING SECTION 28-33 – PARKING WITHIN PARKS TO PROVIDE REGULATIONS BY SIGNAGE; TO PROVIDE REGULATIONS REGARDING TYPE OF AND SIZE OF VEHICLES; AMENDING SECTION 28-37 – APPLICATION FOR SPECIAL USE PERMIT, SUBSECTION (a) TO ALLOW THE CITY MANAGER TO ASSIGN A DESIGNEE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 24-019 -
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 22 – LICENSES, TAXATION AND BUSINESS REGULATIONS BY AMENDING THE CHAPTER TITLE; AMENDING ARTICLE II – BUSINESS TAX TO DELETE BUSINESS TAX IN ITS ENTIRETY; CREATING A NEW ARTICLE II – CERTIFICATE OF USE PROGRAM, SECTIONS 22-19 TO 22-54 ESTABLISHING DEFINITIONS, REQUIREMENTS, APPLICATION, TERMS, RENEWAL, OTHER CERTIFICATES, REQUIRED REVIEWS, INSPECTIONS, FEES AND PENALTIES, FAILURE TO OBTAIN CERTIFICATE OF USE, DENIAL AND REVOCATION, AND ENFORCEMENT; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinances; said Ordinances 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
June 7 2024
LSAR0112813

City Commission Regular Meeting - 5:05 pm **12. g.**

Meeting Date: 07/01/2024

Re: Certificate of Use

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 24-019 - amending Code of Ordinances, Chapter 22 to delete Business Tax Receipts and replace with Certificate of Use. SECOND READING

SUMMARY:

At the Conference Agenda meeting on April 8, 2024, the City Commissioners of the City of Fort Pierce determined that it wished to discontinue its existing Business Tax Receipt program and replace it with a Certificate of Use.

RECOMMENDATION:

Adopt the Ordinance.

ALTERNATIVES:

Adopt with modifications or do not adopt.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

City Attorney

Fiscal Impact

OTHER INFORMATION:

The fiscal impact is not fully calculated but is anticipated to be revenue neutral.

Attachments

24-019
Presentation
City Attorney Approval
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/11/2024 12:09 PM

Form Started By: Linda Cox Started On: 06/06/2024 12:03 PM

Final Approval Date: 06/18/2024

ORDINANCE NO. 24-XXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 22 – LICENSES, TAXATION AND BUSINESS REGULATIONS** BY AMENDING THE CHAPTER TITLE; AMENDING ARTICLE II – BUSINESS TAX TO DELETE BUSINESS TAX IN ITS ENTIRETY; CREATING A NEW ARTICLE II – CERTIFICATE OF USE PROGRAM, SECTIONS 22-19 TO 22-54 ESTABLISHING DEFINITIONS, REQUIREMENTS, APPLICATION, TERMS, RENEWAL, OTHER CERTIFICATES, REQUIRED REVIEWS, INSPECTIONS, FEES AND PENALTIES, FAILURE TO OBTAIN CERTIFICATE OF USE, DENIAL AND REVOCATION, AND ENFORCEMENT; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at a Conference Agenda meeting on April 8, 2024, the City of Fort Pierce determined that it wished to discontinue its existing Business Tax Receipt program and replace it with a Certificate of Use program; and

WHEREAS, the City Commission has determined it is in the best interests of and for the protection of the health and welfare of the people and its businesses for rules and regulations to be adopted governing business operations in the City; and

WHEREAS, the City Commission finds it necessary to periodically review and update ordinances so as to be in accordance with the current community needs and conditions.

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

SECTION 1. Chapter 22 – LICENSES, TAXATION AND BUSINESS REGULATIONS, is hereby amended as follows:

Chapter 22 – ~~LICENSES, TAXATION~~ BUSINESSES AND BUSINESS REGULATIONS.

SECTION 2. Chapter 22, Article II. BUSINESS TAX, be deleted in its entirety:

~~**ARTICLE II. BUSINESS TAX**~~

~~**Sec. 22-19. Imposed; term; half year business tax; receipts.**~~

~~(a) A business tax is hereby imposed upon each business, profession or occupation engaged in or carried on within the corporate limits of the city. Such business tax shall be levied on:~~

~~(1) Any person who maintains a permanent business location or branch office within the city for the privilege of engaging in or managing any business within its jurisdiction.~~

~~(2) Any person who maintains a permanent business location or branch office within the city for the privilege of engaging in or managing any profession or occupation within its jurisdiction.~~

~~(3) Any person who does not qualify under the provisions of subsection (a)(1) or (2) of this section and who transacts any business or engages in any occupation or profession in interstate commerce where such business tax is not prohibited by section 8 of article 1 of the United States Constitution.~~

(b) No receipt shall be issued for more than one year and for each receipt obtained between October 1 and April 1, the full tax for one year shall be paid except as hereinafter provided for, and for each receipt obtained between April 1 and September 30, one-half of the full tax for one year shall be paid except as hereinafter provided for. Upon payment of such tax the city clerk shall issue to the person paying the same a receipt or license signed by the city clerk, except that a receipt shall not be issued to a new business, profession or occupation or on a new location for an existing business, profession or occupation, unless the applicant presents documentation that a certificate of occupancy for the building premises has been issued upon a change in use or occupancy. A receipt for a temporary business or occupation may be issued for a period not exceeding 30 days in an amount equal to one-quarter of the fee otherwise provided for in section 22-32; and shall not be issued more than two times in a 12-month period for the same temporary business or occupation. The sale of motor vehicles off of licensed premises taxed under section 22-32 is not permitted as a temporary business or occupation and no receipt may be issued for such sale of motor vehicles.

(Code 1983, § 9-16; Ord. No. L-35, § 3, 8-18-2008)

State law reference(s)—Levy of business tax authorized, F.S. § 205.042.

Sec. 22-20. Events to support charitable, educational or religious purposes.

The provisions of this article, regarding payment of business tax receipt fees or taxes, shall not apply to any dance, exhibition, variety program, entertainment, rummage sales, food sales, memento or souvenir sales given by any local recognized civic, charitable, educational or religious groups, the proceeds of which are solely given to or used for the general welfare of the community as a whole.

(Code 1983, § 9-17; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-21. Business tax receipt—Display.

The receipt for each business shall be prominently displayed in the office or place of business or on truck, conveyance or other appropriate place.

(Code 1983, § 9-19; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-22. Business tax receipt—Transfer.

No receipt shall be transferred from person to person or place to place or business name or classification be changed, except upon the consent of the city clerk in writing or as provided in this section, and no receipt issued under the provisions of this article shall protect any person from prosecution for transacting any business, trade or profession not covered by such receipt, or shall protect any merchant doing business with a greater stock in trade than covered by such receipt, or any hotel keeper or motel keeper having a greater number of rooms than is covered by such receipt, and any receipt issued upon any false statement made under oath shall be considered as void ab initio and shall not protect the holder thereof from prosecution for transacting business without a receipt. It shall be unlawful for any person to engage in any trade, business, profession or occupation within the city without a receipt as aforesaid, or under a receipt issued upon false statement made by any person engaged in any trade, business, profession or occupation within the city or in their behalf.

(Code 1983, § 9-20; Ord. No. L-35, § 3, 8-18-2008)

State law reference(s)—Transfer of business tax receipts, F.S. § 205.053.

Sec. 22-23. Business tax receipt—Students exempt.

(a) For the purpose of this section, the term "student" means any person who is enrolled for study at any elementary school, middle school, high school, junior college, college, university or institution of higher learning, and who attends regularly during the term thereof. This is not to be construed as inclusive of a person who is enrolled for

correspondence courses or enrolled for part-time study.

(b) All students who reside in the county and during their off-school hours or during the vacation periods provided them, procure employment, or work or engage in any business or occupation within the corporate limits of the city may do so without being required to pay for a business tax.

(Code 1983, § 9-21; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-24. Affidavit as to value of stock or other basis of tax.

Whenever the amount of the receipt applied for depends upon the amount of stock in trade carried by the applicant, or the number of rooms in a hotel, motel, or any other fact not within the personal knowledge of the city clerk, no receipt shall be issued until the applicant therefor has made and filed with the city clerk an affidavit, duly authenticated, setting forth the amount of his stock in trade, number of rooms in his hotel, motel, or other facts upon which the amount of such receipt depends.

(Code 1983, § 9-22; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-25. Information on receipt.

Every receipt issued under this article shall state:

(1) The number.

(2) The name of the business and the owner.

(3) The location of the place of business.

(4) The amount of business tax paid.

(5) The date of issue and expiration.

(6) Any other data deemed pertinent.

(Code 1983, § 9-23; Ord. No. L-35, § 3, 8-18-2008; Ord. No. 18-013, § 1, 6-4-2018)

Sec. 22-26. Exemptions.

The tax levied by this article shall be subject to the exemptions required by law.

(Code 1983, § 9-24; Ord. No. L-35, § 3, 8-18-2008)

State law reference(s)—Business tax exemptions generally, F.S. § 205.054 et seq.

Sec. 22-27. Proof of business activity; burden of proof on applicant.

The burden of proof that a business exists and is permanently located shall be on the applicant. The fact that any firm, person, or corporation reports himself or itself as engaged in any business, calling, profession, or occupation for the transaction of which a receipt is required or that said person exhibits a sign or advertisement indicating engagement in such business, calling, profession, or occupation shall be conclusive evidence of the liability of such person, firm, or corporation to pay business tax receipt.

(Code 1983, § 9-25; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-28. Failure of employer to comply; employees liable; prima facie violation.

(a) Where the principal, master or employer has complied with the provisions of this article, it shall be unnecessary for his agent, servant or employee to comply herewith, unless otherwise expressly provided for herein. Provided, however, that in the event such principal, master or employer shall not have complied with this article, each of his agents, servants or employees shall be subject to prosecution, and upon conviction, to fine or imprisonment to the same extent as his principal, master or employer.

(b) In any prosecution under this article, the fact that such person did open for business, or advertises that he is in business, shall be prima facie evidence of engaging in such trade, business, profession or occupation, and the burden shall be upon the

defendant to rebut the same.

(Code 1983, § 9-26; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-29. Failure to obtain business tax receipt; receipt obtained by fraud; enforcement.

Any business, profession or occupation that is required by section 22-19 to obtain a business tax receipt and fails to do so, or operates under a receipt issued upon false statement, shall be subject to municipal enforcement as set forth in chapter 1, article II, divisions 2 and 3. Upon a finding of violation by the special magistrate, all utility services to the premises occupied by the business, occupation or profession shall be immediately discontinued until the violator is eligible for and receives a business tax receipt. Any notification that a violation of this article is being charged shall include this statement: "In the event you are found in violation of section 22-19(a) for doing business without a business tax receipt, all utility services to the business premises will be suspended while the violation continues.

(Code 1983, § 9-27; Ord. No. L-35, § 3, 8-18-2008; Ord. No. 17-017, § 7, 6-5-2017)

Sec. 22-30. Tax upon professions payable by professional employees.

The tax provided for in section 22-32 for architects, auctioneers, auditors or accountants, dentists, draftsmen, civil engineers, lawyers, osteopaths, chiropractors, chiropodists, phrenologists, physicians or surgeons, real estate salesmen, or other similar professions, shall be construed to mean that each individual shall pay the tax therein provided, whether practicing by himself or in partnership with or employed by another. The following special provisions apply:

(1) Veterinary medical practice. No business tax shall be issued to any person to practice veterinary medicine unless he shall present to the city clerk a valid current receipt issued by the state department of business and professional regulation.

(2) Pharmacies and pharmacists. No business tax official shall issue a business tax to operate a pharmacy unless the applicant shall first exhibit a current permit issued by the state board of pharmacy; however, no such business tax shall be required in order to practice the profession of pharmacy.

(3) Architecture. Any person applying to the business tax official for a business tax to practice architecture shall, at the time of application, exhibit to the licensing official satisfactory evidence that the applicant possesses a valid certificate of registration, and no business tax shall be granted until such evidence is presented.

(4) Engineering. Any person applying to the business tax official for a business tax to practice engineering shall, at the time of application, exhibit to the business tax official satisfactory evidence that the applicant possesses a valid certificate of registration, and no business tax shall be granted until such evidence is presented.

(5) Land surveying. Any person applying to the business tax official for a business tax to practice land surveying shall, at the time of application, exhibit to the business tax official satisfactory evidence that the applicant possesses a valid certificate of registration, and no business tax shall be granted until such evidence is presented.

(Code 1983, § 9-28; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-31. Refund; suspension or revocation of receipt.

(a) No business tax collected by the city shall be refunded, except as otherwise provided.

(b) Any receipt issued by the city may be temporarily suspended or

~~absolutely revoked or canceled by a majority vote of the city commission, when the commission shall have ascertained and determined, in the exercise of its sound discretion, that such action will promote the public peace, health, safety, welfare, harmony or good order of the neighborhood in which the place of business is located; provided, however, in the case of the revocation and cancellation of such receipt, the city shall refund the pro rata unearned or unused portion of the receipt fee.~~

~~(c) Any receipt issued by the city to any business which also receives a waiver of distance requirements pursuant to section 4-8, permitting the on-premises sale of beer and/or wine, shall be temporarily suspended or absolutely revoked or canceled by a majority vote of the city commission, when the city commission shall have ascertained and determined that such business is no longer a bona fide restaurant as provided in such section; provided, further, that in the case of the revocation and cancellation of such receipt, the city shall refund the pro rata unearned or unused portion of the receipt fee.~~

~~(Code 1983, § 9-29; Ord. No. L-35, § 3, 8-18-2008)~~

~~Sec. 22-32. Tax.~~

~~The amount which shall be paid by the several persons engaging in or managing their respective businesses, professions or occupations shall be in the amount established by resolution. Resolution 22-R23 is attached hereto and incorporated herein as exhibit A.~~

~~(Code 1983, § 9-30; Ord. No. L-35, § 3, 8-18-2008; Ord. No. L-121, § 1, 6-7-2010; Ord. No. L-219, § 2, 9-19-2011; Ord. No. L-223, § 1, 12-5-2011; Ord. No. L-256, § 2, 5-21-2012; Ord. No. 14-015, §§ 1, 2, 6-2-2014; Ord. No. 16-021, § 1, 10-17-2016; Ord. No. 18-013, § 1, 6-4-2018; Ord. No. 22-014, § 1, 6-21-2022; Ord. No. 22-014, § 1, 6-21-2022)~~

~~Editor's note(s)—Exhibit A is not attached hereto but can be inspected upon request at the city clerk's office.~~

~~State law reference(s)—Authority to levy business tax by resolution, F.S. § 205.042.~~

~~Sec. 22-33. Business tax application and renewal.~~

~~(a) All applicants for business tax receipts under this article shall file a written application on forms to be furnished by the city clerk. The application shall state the name, location, nature or kind of activity to be conducted, and the owner of the business or profession, and any other data deemed pertinent. A nonrefundable application fee in the amount established by resolution shall be assessed upon submittal of the application. No person shall be issued a receipt to conduct any business at a location not permitted under the zoning ordinances of the city.~~

~~(b) Any renewal of a receipt issued under this article shall be assessed a nonrefundable renewal fee in the amount established by resolution upon renewal of the receipt.~~

~~(Code 1983, § 9-31; Ord. No. L-35, § 3, 8-18-2008)~~

~~Secs. 22-34—22-54. Reserved.~~

SECTION 3. Chapter 22 – Licenses, Taxation and Business Regulations, Article II – Certificate of Use, is created as follows:

ARTICLE II. – CERTIFICATE OF USE

Sec. 22-19. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means the owner and/or operator of a business as defined in this section,

who applies for a certificate of use for premises within the city, pursuant to the terms, provisions and conditions of this article.

Business means and includes all vocations, occupations, professions, enterprises, establishments, and all activities and matters, together with all devices, equipment, machines, vehicles, and appurtenances used therein, any of which are conducted for private profit, non-profit or not-for profit or any benefit, either directly or indirectly, on or from any premises in the city.

Certificate of use means the method and/or document by which the city grants approval for a business, as defined in this section, to occupy and operate at a given location.

Home occupations are defined in section in 125-318 and further described in F.S. § 559.955.

New business inspection means the inspection made by the city and its agents at the location or premises in which a business is conducted. The inspection is to ensure compliance with all zoning regulations, life safety code requirements, proper tenant separations, and all applicable city, county, and state regulations that the city is charged with enforcing.

Non-city regulatory agency means any federal, state, or county agency responsible for enforcing federal, state, or county regulations imposed on business within the city.

Person means, but is not limited to, an individual, firm, association, joint venture, partnership, estate, trust, business, syndicate, fiduciary, corporation, and any other business entity.

Premises means all lands, structures, places, and also the equipment and appurtenances connected, or used therewith, and also any personal property which is either affixed to, or otherwise used in connection with, any such business conducted on such premises.

Profession means a vocation or occupation requiring a state license, usually indicative of advanced education and skill.

Rental property means any unit in a condominium, apartment, or cooperative, or any individually or collectively owned single-family, two-, three-, and four-family, or multi-family residence or dwelling unit that is rented and/or leased, to include vacation rentals, short-term rentals or annual rental properties leased or rented for residential use.

Sec. 22-20. Certificate of use required.

(a) It shall be unlawful for any person to engage in or to conduct any business as defined by this article, without obtaining a certificate of use.

(b) All certificates of use issued by the city, unless otherwise provided by law, shall be displayed in a conspicuous place within the subject establishment or on the premises thereof and shall be displayed to the general public or any city employee upon request during normal business hours.

(c) All existing businesses holding a valid business tax receipt as of the effective date of enactment of this article shall be deemed to have a certificate of use as of the date of enactment and shall apply for a renewal certificate of use no later than November 30, 2024.

(d) If an existing business tax receipt holder fails to timely submit the renewal application for a certificate of use, the business shall be deemed to be out of compliance with this article as if conducting business without a certificate of use. A new certificate of use application, including all reviews and inspections will be required.

(e) Existing businesses which were not previously required to obtain a business tax receipt shall apply for a new certificate of use no later than January 1, 2025; such businesses not making application for a certificate of use by January 1, 2025 will be deemed to be out of compliance with this article.

(f) Exemptions. The following uses shall be exempt from the provisions of this article:

(1) Condominium and home-owner associations, operating without a physical office, are not deemed a business use.

(2) Where a business location serves as a place of business for one or more licensed professionals, who were each previously required to obtain an individual business tax receipt, only a single certificate of use is required for the location.

(3) Any business which does not have a physical, permanent location within the city.

(4) Rental properties, regardless of duration, operating within city limits.

Sec. 22-21. Application.

(a) It shall be the duty of any person conducting business within the city to file an application for a certificate of use.

(b) An application shall be filed on a standard application form supplied by the city and shall be submitted in a manner determined by the city. The application shall not be considered complete until the application satisfies the requirements of this section and the required application fee is paid.

(c) Application shall include adetailed description of all proposed business activity, including interior and exterior uses of premises; ancillary business activities and other information deemed important for proper review of intended use.

(d) If the applicant is not the owner of the property at which the business activity will take place, the applicant must submit an authorization from the property owner for use of the property in the manner specified by the application; such authorization will be on a form as provided by the city.

(e) A copy of any license, registration, or certification required for the profession or occupation, or a copy of all applications for such license, registration, or certification. A certificate of use shall not be issued until copies of the final license, registration, or certification are provided to the city.

(f) Prior to the issuance of a new certificate of use, the City will conduct a search for any pending code enforcement proceedings for the business location or any outstanding balances due to the city for the business location. The existence of outstanding violations or balances due will not be a basis for denial of new application.

(g) A certificate of use application shall remain valid for a period not to exceed 60 days. Applications not completed within 60 days of initial submission shall be voided or denied, and a new application and fees shall be required.

Sec. 22-22. Term.

(b) A certificate of use is valid for one year.

(c) If a business which has been issued a certificate of use is moved from one location to another or if the business is transferred to a new owner, a new certificate of use shall be required.

(d) If any person operates any business at more than one location or within multiple units or bays, each location, bay or unit shall be considered a separate business; a separate certificate of use, therefore, is required, unless structure is officially combined through the building department and assigned a new address by the planning department.

Sec. 22-23. Renewal of certificate of use.

(a) The certificate of use must be renewed annually on the anniversary date of initial issuance.

(b) The city shall endeavor to notify all certificate holders that their certificates of use are due for renewal. However, if such certificate holder does not receive a renewal notification, it is the responsibility of the certificate holder to renew the certificate of use within 60 days of its expiration.

(c) Any current certificate of use may, at the discretion of the city, be renewed for each new certificate year provided the applicant signs the following certification:

"I the undersigned hereby certifies that the certificate of use for which I am now applying is one for a renewal of a current certificate of use which is now in full force and effect. I have not changed the authorized use of the premises nor have I made any

physical or structural changes to the premises and do not plan to make any physical or structural changes to the premises."

(d) Failure to renew an existing certificate of use within 60 days of its expiration will render the certificate void. A new certificate of use application, including all reviews and inspections, will be required.

(e) It shall be the applicant's responsibility to notify the city of any changes to the business. If any of the required information provided in the original application changes after the original certificate of use has been issued, the applicant shall provide updated information within 30 days of such change. If an applicant changes the authorized use of the premises or makes or proposes any physical or structural changes in the premises, a certificate of use shall be reprocessed as if the certificate were a new application.

(f) Renewal certificates will not be issued until all delinquent payments for any fee imposed under this chapter, code enforcement liens, and/or any other debt or obligation due to the city from the applicant, pursuant to state or local law, have been paid in full and/or brought into compliance.

Sec. 22-24. - Other certificates, licenses, taxes and regulations

No certificate of use issued under this article shall exempt the certificate of use holder from any other certificate, license, permit fee, or tax required by law, or compliance with all applicable ordinances, rules, and laws.

Sec. 22-25. Required reviews.

(a) Prior to issuance of a new certificate of use, the application shall be subject to review by city regulatory departments/divisions including, but not limited to, code, building, planning and zoning, engineering, utilities, police, and the public works departments, as determined by the city, based on the proposed use.

(b) Proof of approval from non-city regulatory agencies may be required, based on the proposed use.

Sec. 22-26. Inspections.

(a) No issuance of a new certificate of use shall be made until the city has conducted an inspection of the business location, and approved such location as being in compliance with the provisions of City Codes.

(b) Prior to the issuance of a new certificate of use, site inspections by the Building Department and Fire District shall be required; home occupations do not require inspections.

Sec. 22-27. Fees and penalties.

(a) The amount of application, certificate, inspection, renewal fees and penalty fees related to the certificate of use shall be established by resolution.

(b) The city shall collect an application fee and building inspection fee, if applicable, for a new certificate of use at the time of application.

(c) Upon city's approval of the completed application, the applicant shall pay a certificate of use fee, or renewal fee, in full prior to the issuance or renewal of a certificate of use.

(d) Application, inspection, certificate of use and renewal fees are non-refundable.

(e) The fee for an after-the-fact application shall be equal to two times the certificate of use fee.

Sec. 22-28. - Failure to obtain certificate of use; certificate obtained by fraud; enforcement.

Any business, profession or occupation that is required by section 22-20 to obtain a certificate of use and fails to do so, or operates under a certificate issued upon false statement, shall be subject to municipal enforcement as set forth in chapter 1, article II, divisions 2 and 3. Upon a finding of violation by the special magistrate, all utility services to the premises occupied by the business, occupation or profession shall be immediately

discontinued until the violator is eligible for and receives a certificate of use. Any notification that a violation of this article is being charged shall include this statement: "In the event you are found in violation of section 22-20(a) for doing business without a certificate of use, all utility services to the business premises will be suspended while the violation continues."

Sec. 22-29. - Denial and revocation of Certificate of Use.

(a) The city clerk may revoke or deny the issuance of a certificate of use if it is determined that an applicant:

(1) Has obtained the certificate of use by fraud, false statement, misrepresentation, or failure to truthfully answer any question in the required application;
(2) Has failed to satisfy the standards and requirements contained in this article;
(3) Has failed to obtain required licenses, as applicable, from the state or any other regulatory agency; or
(4) Has received three orders of violation as determined by the special magistrate within the same calendar year.

(b) If the issuance of the certificate of use is approved, the city clerk shall issue the certificate. If the certificate is denied, the applicant shall be provided with a statement of the reasons for denial, which reasons shall be entered in writing on the application.

(c) Any person aggrieved by the denial or revocation of a registration as provided in this article shall have the right to appeal to the city commission. Such appeal shall be taken by filing with the city clerk's office, within 14 days after notice of the action complained of, a written statement setting forth specifically the grounds of the appeal. The city clerk shall set a date and the time and place of hearing of such appeal. Such notice shall be provided to the applicant at least 5 days prior to the date set for hearing. The decision and order of the city commission on such appeal shall be final and conclusive.

(d) Applications which have been denied or revoked that remain under the same ownership may reapply after a period of 12 months has elapsed from the date of the denial or revocation.

Sec. 22-30. - Enforcement of certificate of use.

(a) The police department's officers, code enforcement officers, and any other city employees designated by the city manager shall enforce this article; complaints may be filed with the city using all available and acceptable methods.

(b) Notification of all enforcement activities shall be provided to the city clerk's office.

Sec. 22-31 – 22-54 – Reserved.

SECTION 4. All ordinances of parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct, and independent provisions to the fullest extent possible.

SECTION 6. This ordinance shall become effective immediately upon adoption.

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Sara 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-XXX was duly advertised by title only in the St. Lucie News Tribune on _____, 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 on _____, 2024 by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___ day of _____, 2024.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

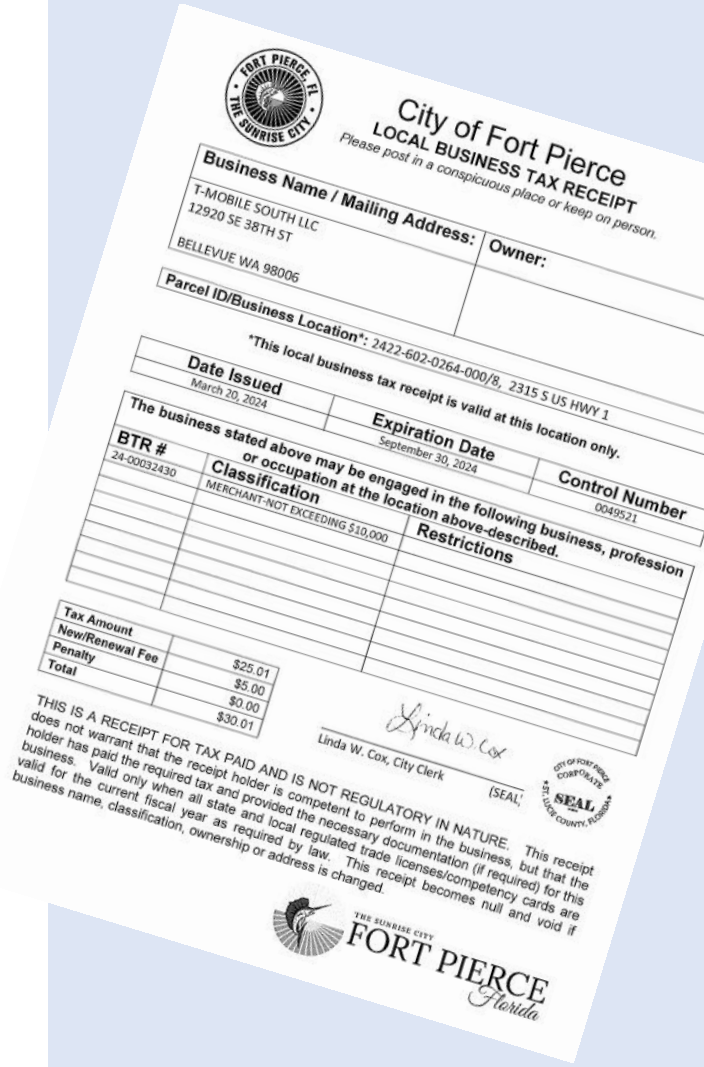
Certificate of Use Ordinance 24-019

City Commission Meeting

June 17, 2024

Certificate of Use - Transition

- All existing businesses holding a valid business tax receipt as of July 1, 2024 shall be deemed to have a certificate of use and shall apply for a renewal certificate of use no later than November 30, 2024 and remit all applicable fees.
- Only one (1) Certificate of Use is required for a business location. For example, a law firm is required to obtain a single certificate of use for the office rather than an individual business tax receipt for each attorney as previously required.
- Any current business tax receipt holder which does not obtain a certificate of use by **November 30, 2024** will be required to apply for a new Certificate of Use and obtain all required inspections as if they were a new business.
- Home occupations will require a Certificate of Use, however an inspection will not be required.



City of Fort Pierce
LOCAL BUSINESS TAX RECEIPT
Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:
T-MOBILE SOUTH LLC
12920 SE 38TH ST
BELLEVUE WA 98006

Owner:

Parcel ID/Business Location*: 2422-602-0264-000/8, 2315 S US HWY 1

*This local business tax receipt is valid at this location only.

Date Issued	Expiration Date	Control Number
March 20, 2024	September 30, 2024	0049521

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
24-00032430	MERCHANT-NOT EXCEEDING $10,000	

Tax Amount	$25.01
New/Renewal Fee	$5.00
Penalty	$0.00
Total	$30.01

Linda W. Cox, City Clerk (SEAL)

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the holder has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.

THE SUNRISE CITY FORT PIERCE Florida

Certificate of Use – New Elements

- All non-profit organizations are required to obtain a Certificate of Use for their location
- Existing businesses and organizations which were not previously required to obtain a business tax receipt shall apply for a new certificate of use no later than **January 1, 2025**.
- New applications will require a site inspection by the Fire District; building inspection remains in place.
- Certificates of Use are valid for one (1) year and will renew each year on the anniversary of initial application.



Certificate of Use – New Elements

- New applications will require authorization from the property owner.
- Renewal certificates of use will not be issued until all delinquent payments, code enforcement liens, and/or any other debt or obligation due to the city from the **applicant** has been paid in full and/or brought into compliance.
- Failure to renew an existing certificate of use within 60 days of its expiration will render the certificate void. A new certificate of use application, including all reviews and inspections, will be required.
- The penalty for an after-the-fact application shall be equal to two times the certificate of use fee.



THE SUNRISE CITY FORT PIERCE Florida

Certificate of Use – Process

- Verification that a proposed business/activity is in a location that is:
  - Properly zoned and use is permitted
  - Has the appropriate Building Certificate of Occupancy
  - Does not have open liens or code violations by the business owner
  - Meets Fire regulations
  - Complies with other local, State or Federal regulations and licenses
  - Landlord/property owner is aware of and approves intended use



Certificate of Use – Process

Step 1 Application

Step 2 Planning Review

Step 3 Lien Search, Trade Reviews and Inspections

Step 4 Fire Inspection

Step 5 Final Approval and Issuance









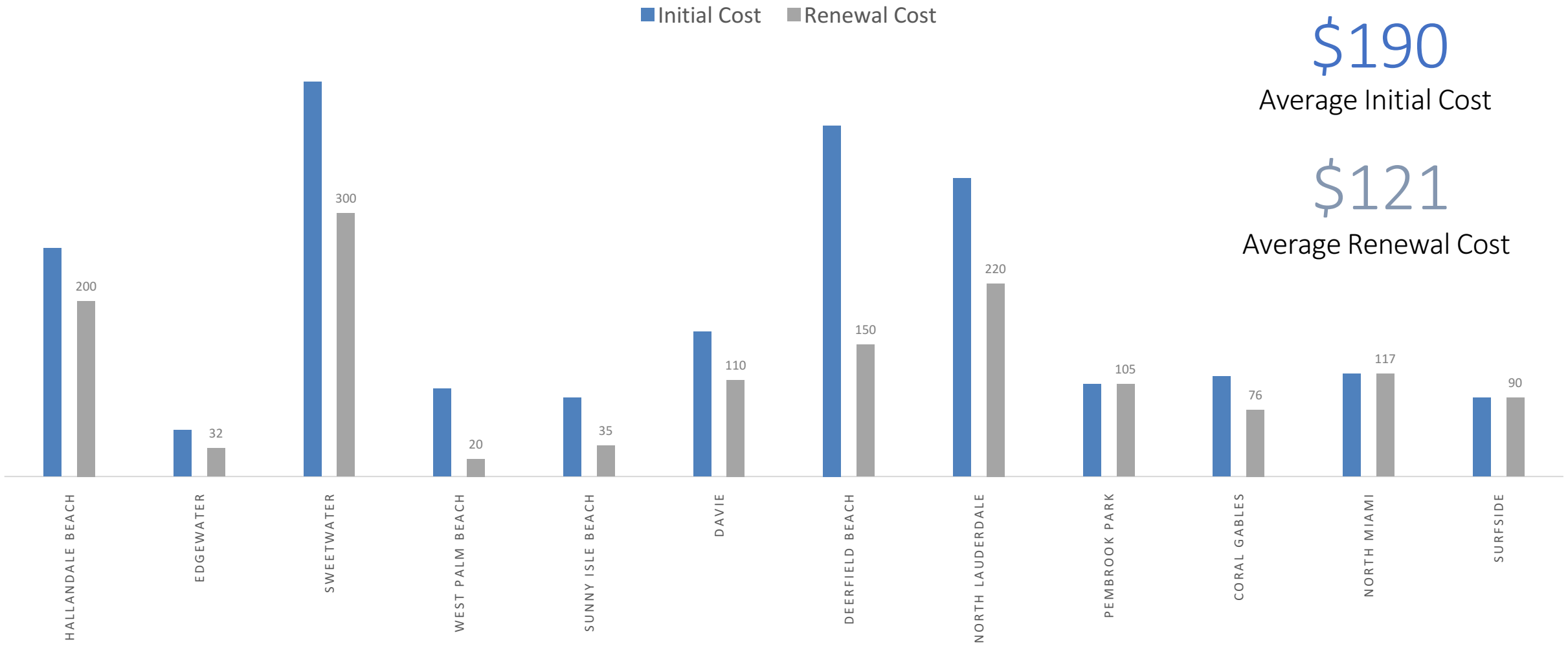
Certificate of Use – Proposed Fees

	Home-Based	Commercial Location
New Application	$25	$25
Initial Building Inspection	n/a	$75
Initial Certificate of Use (CU)	$100	$200
Renewal CU	$75	$125

*Fees will be adopted via Resolution following second reading of ordinance

THE SUNRISE CITY FORT PIERCE Florida

Certificate of Use –Comparisons



$190

Average Initial Cost

$121

Average Renewal Cost

THE SUNRISE CITY FORT PIERCE Florida

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Linda Cox, City Clerk

FROM: Sara Hedges, City Attorney SH

RE: Certificate of Use Draft Ordinance

CAO RLS FILE: RLS 24-222

DATE: June 10, 2024

I have reviewed the above Request for Legal Services (RLS). I have made and incorporated suggested changes to the draft ordinance. It has been uploaded to Agenda Quick. With the suggested changes, the draft Ordinance is approved as to form and correctness.

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

Thank you.
SH/mm

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT 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:

06/07/2024

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 06/07/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-29

My commission expires

Publication Cost:	$299.20		
Tax Amount:	$0.00		
Payment Cost:	$299.20		
Order No:	10260511	# of Copies:	
Customer No:	1126527	0	
PO #:	LSAR0112813		

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 City Charter and Florida Statute 166.041, will hold Public Hearings on Monday, June 17, 2024 and Monday, July 1, 2024 at 5:05 p.m., in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 24-013 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 1 – GENERAL PROVISIONS, ARTICLE II – CODE ENFORCEMENT; AMENDING CHAPTER 1, ARTICLE II, DIVISION 1, BY CREATING SECTIONS 1-41 THROUGH 1-47 TO PROVIDE FOR A TITLE, PROVIDE FOR INTENT, CREATE DEFINITIONS, ESTABLISH PROCEDURES FOR CODE ENFORCEMENT HEARINGS, AND PROVIDE POWERS AND DUTIES; AMENDING CHAPTER I, ARTICLE II, DIVISION 2 BY DELETING SECTIONS 1-69 THROUGH 1-76 THAT WERE ADDED TO DIVISION 1; AMENDING CHAPTER 1, ARTICLE II, DIVISION 2 BY TITLE; AMENDING CHAPTER 1, ARTICLE II, DIVISION 2 BY AMENDING AND ADDING SECTIONS 1-77 THROUGH 1-81 TO ADD REGULATIONS FOR IMPOSING FINES AND ASSESSING LIENS, PROVIDE FOR LIEN REDUCTIONS, AND TO PROVIDE FOR UNENFORCEABLE LIENS; AMENDING CHAPTER 1, ARTICLE II, DIVISION 3 BY TITLE; AMENDING CHAPTER 1, ARTICLE II, DIVISION 3 BY DELETING SECTION 1-99 DEFINITIONS, AMENDING HOW CITATIONS ARE PROCESSED, AND AMENDING THE CLASSES OF VIOLATION; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

ORDINANCE NO. 24-014 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 28 – PARKS, RECREATION AND SPECIAL EVENTS BY AMENDING ARTICLE I – IN GENERAL, SECTION 28-4 – FISHING WITHIN THE CITY TO INCLUDE AREAS OF JAYCEE PARK AND SOUTH CAUSEWAY PARK; DELETING SECTION 28-5 – CLEANING OF BEACH DURING TURTLE NESTING SEASON; AMENDING ARTICLE II – PARKS AND RECREATION, SECTION 38-30 – HOURS TO PROVIDE REGULATIONS BY SIGNAGE; AMENDING SECTION 28-31 – PROHIBITED ACTIVITIES BY AMENDING TEMPORARY SHELTER REGULATIONS; TO ALLOW DIGGING IN THE SAND/BEACH AREAS; CLARIFYING ANIMALS PERMITTED IN PARKS TO BE SERVICE ANIMALS; TO PROHIBIT THE USE OF FIREWORKS IN PARKS; AMENDING SECTION 28-33 – PARKING WITHIN PARKS TO PROVIDE REGULATIONS BY SIGNAGE; TO PROVIDE REGULATIONS REGARDING TYPE OF AND SIZE OF VEHICLES; AMENDING SECTION 28-37 – APPLICATION FOR SPECIAL USE PERMIT, SUBSECTION (a) TO ALLOW THE CITY MANAGER TO ASSIGN A DESIGNEE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 24-019 -
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 22 – LICENSES, TAXATION AND BUSINESS REGULATIONS BY AMENDING THE CHAPTER TITLE; AMENDING ARTICLE II – BUSINESS TAX TO DELETE BUSINESS TAX IN ITS ENTIRETY; CREATING A NEW ARTICLE II – CERTIFICATE OF USE PROGRAM, SECTIONS 22-19 TO 22-54 ESTABLISHING DEFINITIONS, REQUIREMENTS, APPLICATION, TERMS, RENEWAL, OTHER CERTIFICATES, REQUIRED REVIEWS, INSPECTIONS, FEES AND PENALTIES, FAILURE TO OBTAIN CERTIFICATE OF USE, DENIAL AND REVOCATION, AND ENFORCEMENT; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinances; said Ordinances 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
June 7 2024
LSAR0112813

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 07/01/2024

Re: Resolution to Address Non-Compliant Liens

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

---

SUBJECT:

Resolution 24-R26 Addressing Non-Compliant Liens

SUMMARY:

A Resolution directing staff to address any lien that has become non-compliant following the adoption of amendments to Chapter 1, Article II - Code Enforcement and Chapter 24 - Nuisances.

RECOMMENDATION:

Adopt the Resolution as presented.

ALTERNATIVES:

Amend the Resolution.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

City Attorney's Office
City Manager's Office

Fiscal Impact

OTHER INFORMATION:

Unknown

Attachments

Resolution No. 24-Rxxx - Addressing Non-Compliant Liens

City Attorney memo

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	04/05/2024 03:43 PM
City Manager	Nick Mimms	04/09/2024 03:03 PM

Form Started By: Peggy Arraiz Started On: 04/05/2024 03:38 PM

Final Approval Date: 05/16/2024

RESOLUTION NO. 24-R____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ADOPTING PROCEDURES TO ADDRESS NON-COMPLIANT LIENS;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce has adopted Ordinance No. 24-xxx amending Chapter 1, Article II titled Code Enforcement of the City's Code of Ordinances; and

WHEREAS, the City of Fort Pierce has adopted Ordinance No. 24-xxx amending Chapter 24 titled Nuisances of the City's Code of Ordinances; and

WHEREAS, these amendments implement policies in which all liens filed on behalf of the City of Fort Pierce for violation of the City of Fort Pierce's Code of Ordinances are issued in accordance with Florida State Statue 162.10; and

WHEREAS, a review of existing liens that are not consistent with these ordinances is in the best interest of the City.

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

SECTION 1. The City of Fort Pierce, under the direction of the City Manager or his/her designee, may review all liens filed in the public records of St. Lucie County and, for lien(s) found to be non-compliant with the City of Fort Pierce's Code of Ordinances, may issue a release of such lien(s), when in the best interest of the City of Fort Pierce.

SECTION 2. The City Manager or his/her designee is hereby authorized to issue a release of any lien found to be non-compliant with the City of Fort Pierce's Code of Ordinances, when in the best interest of the City of Fort Pierce.

SECTION 3. 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 but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. 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 ____ day of _____, 2024.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

Approved as to Form
And Correctness:

_____
Sara Hedges, Esq.
City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: PEGGY ARRAIZ, DIRECTOR OF COMMUNITY RESPONSE

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: RESOLUTION 24-RXX - ADDRESSING NON-COMPLIANT LIENS

CAO RLS FILE: RLS 24-82

DATE: MARCH 20, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the proposed Resolution. Such is uploaded to Agenda Quick in a Track Changes and Clean Copy format. The Clean Copy is approved as to form and correctness.

Should you disagree with the suggested changes or desire additional changes, please resubmit the RLS for further review.

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: 07/01/2024

Re: Cert use Fees

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 24-R35 establishing Certificate of Use Fees

SUMMARY:

The City Commission established the Certificate of Use process which replaces Business Tax Receipts via Ordinance 24-019. The fees are established by resolution.

RECOMMENDATION:

Adopt the resolution.

ALTERNATIVES:

Modify the fees.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

Fiscal impact not immediately known.

Attachments

24-R35
City Attorney Approval
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/20/2024 08:54 AM

Form Started By: Linda Cox
Started On: 06/18/2024 10:29 AM
Final Approval Date: 06/20/2024

RESOLUTION NO. 24-R35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ESTABLISHING BY RESOLUTION THE **CERTIFICATE OF USE FEES**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at a Conference Agenda meeting on April 8, 2024, the City of Fort Pierce determined that it wished to discontinue its existing Business Tax Receipt program and replace it with a Certificate of Use program; and

WHEREAS, the City Commission held public hearings on Ordinance 24-019 on June 17, 2024 and July 1, 2024 on first and second readings, repealing Business Tax Receipts and establishing a Certificate of Use program in its place.

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

Section 1. The City Commission sets the certificate of use fees as shown in the below chart/table in accordance with by Ordinance 24-019:

	Home-Based Business	Commercial Location
New Application	$ 25.00	$ 25.00
Initial Certificate of Use (CU)	$ 100.00	$ 200.00
Renewal CU	$ 75.00	$ 125.00

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 become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of July, 2024.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
Sara K. Hedges
City Attorney

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: LINDA COX, CITY CLERK

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: RESOLUTION ESTABLISHING CERTIFICATE OF USE FEES

CAO RLS FILE: RLS 24-225

DATE: JUNE 10, 2024

I have reviewed the above Request for Legal Services (RLS). In Section 1, please change the sentence to read one of the following two ways:

> The City Commission sets the certificate of use fees as shown ~~in~~ below in accordance with by Ordinance 24-XXX:
> The City Commission sets the certificate of use fees as shown in the below chart/table in accordance with by Ordinance 24-XXX:

With the above change, 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

Certificate of Use – Proposed Fees

	Home-Based		Commercial
New Application	$ 25.00		$ 25.00
Building Inspection	$ -		$ 75.00
Initial Certificate of Use	$ 100.00		$200.00
Renewal CU	$ 75.00		$125.00
*Fire Inspection	$ -		$145.00

* Fire inspections are charged and performed independently of the City. There is no discount for non-profits.

Many jurisdictions are still requiring BTRs; the certificate of use is a requirement to obtain a BTR. I was unable to identify any jurisdiction providing a CU discount for non-profits.

REQUESTED ACTION

Resolution 24-R36 designating property located at 601 North Causeway Drive as a Fort Pierce Historic Property and a Locally Significant Site.

SUMMARY

The property owner has submitted a Historic Designation Application for the property at 601 North Causeway Drive and is petitioning the Commission to grant designation as a Historic Property and a Locally Significant Site based on the following designation criteria:

- Significant Event. Associated with events that have made significant contributions to the pattern of history in the community, the county, the state or the nation; Section 111-123(a)(1) of the City Code. During World War II the US Navy established a unique base on Hutchinson Island to train over 140,000 allied military personnel in amphibious assault and underwater demolition skills in preparation for the Normandy invasion and countless Pacific operations. The original Navy “UDT Frogmen” were created in Fort Pierce, precursors of the current Navy SEALS, and the National Navy UDT-SEAL Museum stands in their honor near Pepper Park. When the Navy closed the base in late 1944 the land, including the main gatehouse building on Jim Island and wooden bridge, was given to the City of Fort Pierce.
- Architectural Significance. Embodies the distinctive characteristics of an architectural type, period, style, or method of construction. Section 111-123(a)(3) of the City Code. The ‘Little Jim’ building represents the distinctive characteristics of Florida ‘Cracker Style’ architecture. Situated in a prominent location on A1A it is an easily identifiable visual feature on the waterfront and one of the few remaining structures that reflect the region’s unique architectural style.

On January, 2024, the Historic Preservation Board recommended this property for historic designation.

LOCATION

601 North Causeway Drive. Parcel ID: 1434-100-0000-020-9

RESPONSIBLE STAFF

Maria Lewicka, AICP
Historic Preservation Planner

RECOMMENDATION

Staff recognizes the site as significant in its long-time contribution to Fort Pierce commercial, military and community history and heritage and recommends approval of the historic designation of the property under the “Significant Event” and “Architectural Significance” criteria.

Attachments

Resolution 24-R36
City Commision Staff Report
HPB Staff Report
Application
Presentation

Form Review

Form Started By: Maria Lewicka Started On: 06/13/2024 10:51 AM
Final Approval Date: 06/14/2024

RESOLUTION NO. 24-R36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, DESIGNATING **601 NORTH CAUSEWAY DRIVE** AS HISTORIC PROPERTY AND A LOCALLY SIGNIFICANT SITE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Building located at **601 North Causeway Drive, Fort Pierce, Florida** is a historically significant structure that contributes to the history, culture, and character of the community, and serves as an inspiration for new generations of Fort Pierce residents through its significant historic status; and

WHEREAS, 601 North Causeway Drive, Fort Pierce, Florida highlights the historical era of World War II and the establishment of the unique military base on Hutchinson Island where over 140,000 military personnel were trained in amphibious assault and underwater demolition skills in preparation for the Normandy invasion and countless Pacific operations; and

WHEREAS, 601 North Causeway Drive, Fort Pierce, Florida served as the main gateway to the base, and the building at 601 North Causeway Drive, Fort Pierce, Florida, served as the guardhouse; and

WHEREAS, the building located at 601 North Causeway Drive, Fort Pierce, Florida is more than 80 years old, and is one of the few remaining structures in the area with the distinctive characteristics of Florida “Cracker Style” architecture; and

WHEREAS, when the base closed after the war, a local proprietor known as “Little Jim” began selling bait, tackle, and related provisions out of the former guardhouse building at 601 North Causeway Drive, Fort Pierce, Florida; and

WHEREAS, establishments occupying the former guardhouse building at 601 North Causeway Drive, Fort Pierce, Florida have served the local and transient fishing community for generations; and

WHEREAS, 601 North Causeway Drive, Fort Pierce, Florida meets the requirements for historic designation as described in the Fort Pierce Code of Ordinances Section 111-123; and

WHEREAS, the people of Ft. Pierce desire to protect and preserve in perpetuity those sites of unique history, culture, and architectural character; and

WHEREAS, the Historic Preservation Board, on January 22, 2024, recommended this property for designation as a Historic Site.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, as follows:

SECTION 1. That 601 North Causeway Drive, Fort Pierce, Florida, legal description: 35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56 FT, TH S 00 DEG 10 MIN 59 SEC W 1908.70 FT TO POB, TH N 58 DEG 59 MIN 38 SEC E 166.32 FT, TH S 75 DEG 40 MIN 00 SEC E 200 FT, TH S 54 DEG 07 MIN 50 SEC W 159.37 FT TO HIGH WATER/VEG MARK, TH MEANDERING SD HW MARK SWLY 218.96 FT M/L, TH N 35 DEG 54 MIN18 SEC W 72.65 FT, TH N 32 DEG 50 MIN 14 SEC E 76.58 FT TO POB (0.86 AC) (CONTAINING 0.89 AC PER LEASE)) be designated as an Historic Property and Locally Significant Site pursuant to Chapter 111 of the City of Fort Pierce Code of Ordinances and that the property located at 601 North Causeway Drive is subject to all rights, privileges, and requirements of that ordinance.

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 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 resolution in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall take effect immediately on adoption by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 1st day of July 2024.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES
CITY ATTORNEY

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, PE, City Manager
Honorable Mayor and City Commission

THROUGH: Kev Freeman, Planning Director

FROM: Maria Lewicka, AICP, Historic Preservation Planner

RE: Historic Designation, Little Jim Bait & Tackle, 601 N Causeway Drive

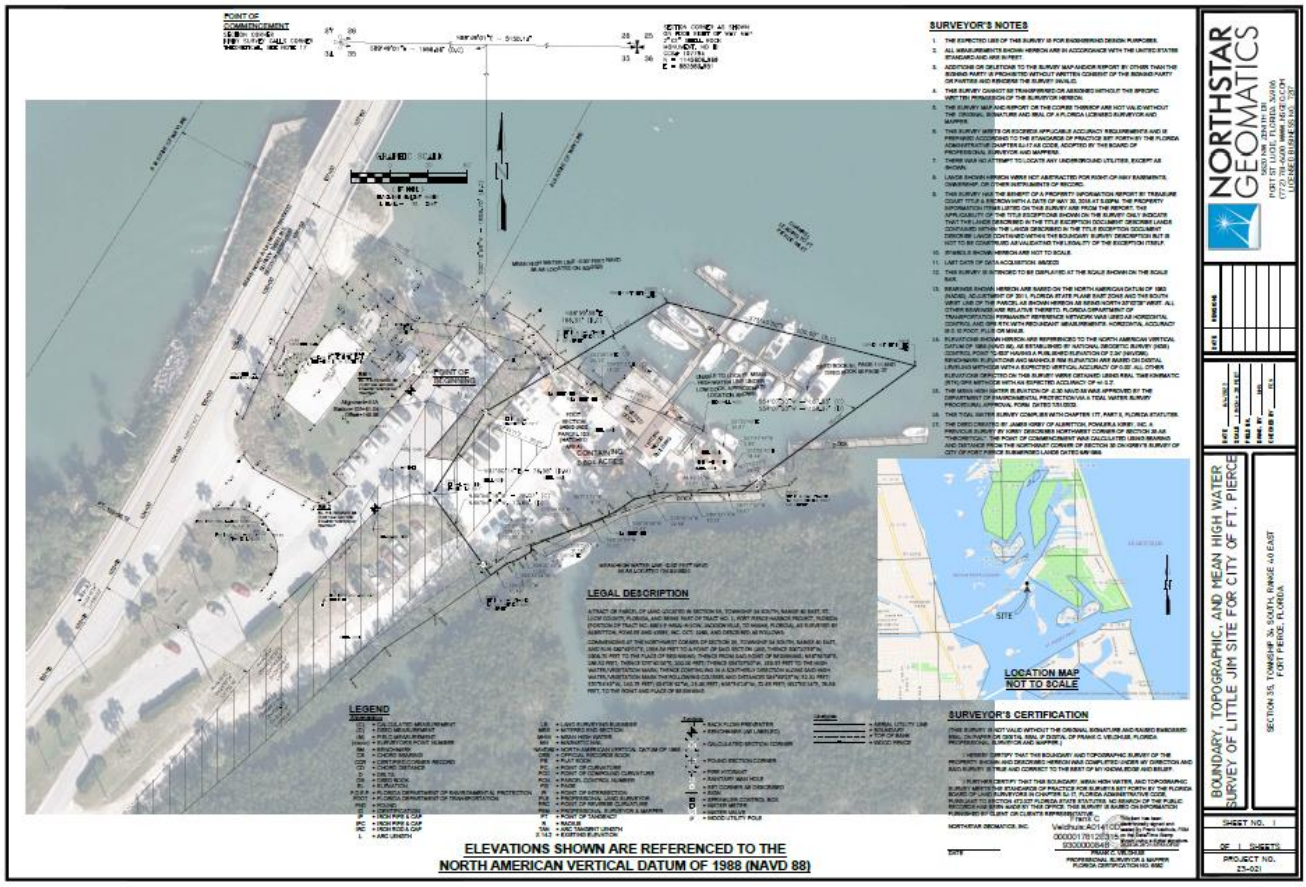
DATE: June 13, 2024



LOCATION MAP

Property Owner:	City of Fort Pierce
Parcel ID:	1434-100-0000-020-9
Legal Description:	35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56 FT, TH S 00 DEG 10 MIN 59 SEC W 1908.70 FT TO POB, TH N 58 DEG 59 MIN 38 SEC E 166.32 FT, TH S 75 DEG 40 MIN 00 SEC E 200 FT, TH S 54 DEG 07 MIN 50 SEC W 159.37 FT TO HIGH WATER/VEG MARK, TH MEANDERING SD HW MARK SWLY 218.96 FT M/L, TH N 35 DEG 54 MIN18 SEC W 72.65 FT, TH N 32 DEG 50 MIN 14 SEC E 76.58 FT TO POB (0.86 AC) (CONTAINING 0.89 AC PER LEASE)
Zoning Designation:	Conservation Open Space, OS-2

PROPERTY SURVEY



REQUEST

The City Commission at its December 11, 2024, City Conference meeting, requested staff to pursue a historic designation for the property at 601 N Causeway Drive. Staff is therefore, requesting the Historic Preservation Board to provide recommendation for approval of the property as a Historic Property and a Locally Significant Site known as Little Jim Bait & Tackle, based on the following designation criteria:

- Significant Event. Associated with events that have made significant contributions to the pattern of history in the community, the county, the state or the nation; Section 111-123(a)(1) of the City Code.
- Architectural Significance. Embodies the distinctive characteristics of an architectural type, period, style, or method of construction. Section 111-123(a)(3) of the City Code.

BACKGROUND

World-Class commercial and sport fishing has been a significant part of Fort Pierce economy since the early 20th century. Just inside the inlet, the 'Little Jim Bait and Tackle' site has served the local and transient fishing community for over 60 years after its former roll as the main gate guardhouse of the US Navy amphibious and underwater demolition training base. The site on the north shore of Jim Island along A1A is well known and popular with locals and visitors alike for its history, fishing and 'old Florida' appeal.

SIGNIFICANT EVENTS

During World War II the US Navy established a unique base on Hutchinson Island to train over 140,000 allied military personnel in amphibious assault and underwater demolition skills in preparation for the Normandy invasion and countless Pacific operations. The original Navy "UDT Frogmen" were created in Fort Pierce, precursors of the current Navy SEALS, and the National Navy UDT-SEAL Museum stands in their honor near Pepper Park. When the Navy closed the base in late 1944 the land, including the main gatehouse building on Jim Island and wooden bridge, was given to the City of Fort Pierce.

For some 60+ years since, the gatehouse building has operated under leases from the city as 'Little Jim Bait and Tackle', providing fishing, marina, retail and refreshment services. It has been consistently popular with locals and thousands of visitors and veterans to the UDT-SEAL museum as one of the last remaining traces of wartime history as well as an 'Old Florida' environment.



ARCHITECTURAL SIGNIFICANCE

The 'Little Jim' building represents the distinctive characteristics of Florida 'Cracker Style' architecture. Situated in a prominent location on A1A it is an easily identifiable visual feature on the waterfront and one of the few remaining structures that reflect the region's unique architectural style.





Photos of the structure from 1970-ish







Current photos of the property

Heavily damaged by hurricanes Frances and Jeanne in 2004, the building and surrounding decks and docks were repaired quickly and an open air pavilion added in the same style, decorated with donated memorabilia of its fishing and military significance.

HISTORIC PRESERVATION BOARD

On January 22, 2024, the Historic Preservation Board recommended this property for historic designation.

STAFF RECOMMENDATIONS

Staff recognizes the site as significant in its long-time contribution to Fort Pierce commercial, military and community history and heritage and recommends approval of the historic designation of the property under the "Significant Event" and "Architectural Significance" criteria.

CITY COMMISSION

Approve Resolution No. 24-R36 designating the property at 601 Causeway Dive as historic.



View of the site

SOURCES
UDT-SEAL Museum website

ATACHMENTS
Preliminary Historic Designation Application
St. Lucie County Property Appraiser's Property Record Card
HPB Staff Report

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Historic Preservation Board

THROUGH: Kev Freeman, Planning Director

FROM: Maria Lewicka, AICP, Historic Preservation Planner

RE: Historic Designation, Little Jim Bait & Tackle, 601 N Causeway Drive

DATE: January 17, 2024



LOCATION MAP

Property Owner:	City of Fort Pierce
Parcel ID:	1434-100-0000-020-9
Legal Description:	35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56 FT, TH S 00 DEG 10 MIN 59 SEC W 1908.70 FT TO POB, TH N 58 DEG 59 MIN 38 SEC E 166.32 FT, TH S 75 DEG 40 MIN 00 SEC E 200 FT, TH S 54 DEG 07 MIN 50 SEC W 159.37 FT TO HIGH WATER/VEG MARK, TH MEANDERING SD HW MARK SWLY 218.96 FT M/L, TH N 35 DEG 54 MIN18 SEC W 72.65 FT, TH N 32 DEG 50 MIN 14 SEC E 76.58 FT TO POB (0.86 AC) (CONTAINING 0.89 AC PER LEASE)
Zoning Designation:	Conservation Open Space, OS-2

REQUEST

The City Commission at its December 11, 2024, City Conference meeting, requested staff to pursue a historic designation for the property at 601 N Causeway Drive. Staff is therefore, requesting the Historic Preservation Board to provide recommendation for approval of the property as a Historic Property and a Locally Significant Site known as Little Jim Bait & Tackle, based on the following designation criteria:

- Significant Event. Associated with events that have made significant contributions to the pattern of history in the community, the county, the state or the nation; Section 111-123(a)(1) of the City Code.
- Architectural Significance. Embodies the distinctive characteristics of an architectural type, period, style, or method of construction. Section 111-123(a)(3) of the City Code.

BACKGROUND

World-Class commercial and sport fishing has been a significant part of Fort Pierce economy since the early 20th century. Just inside the inlet, the 'Little Jim Bait and Tackle' site has served the local and transient fishing community for over 60 years after its former roll as the main gate guardhouse of the US Navy amphibious and underwater demolition training base. The site on the north shore of Jim Island along A1A is well known and popular with locals and visitors alike for its history, fishing and 'old Florida' appeal.
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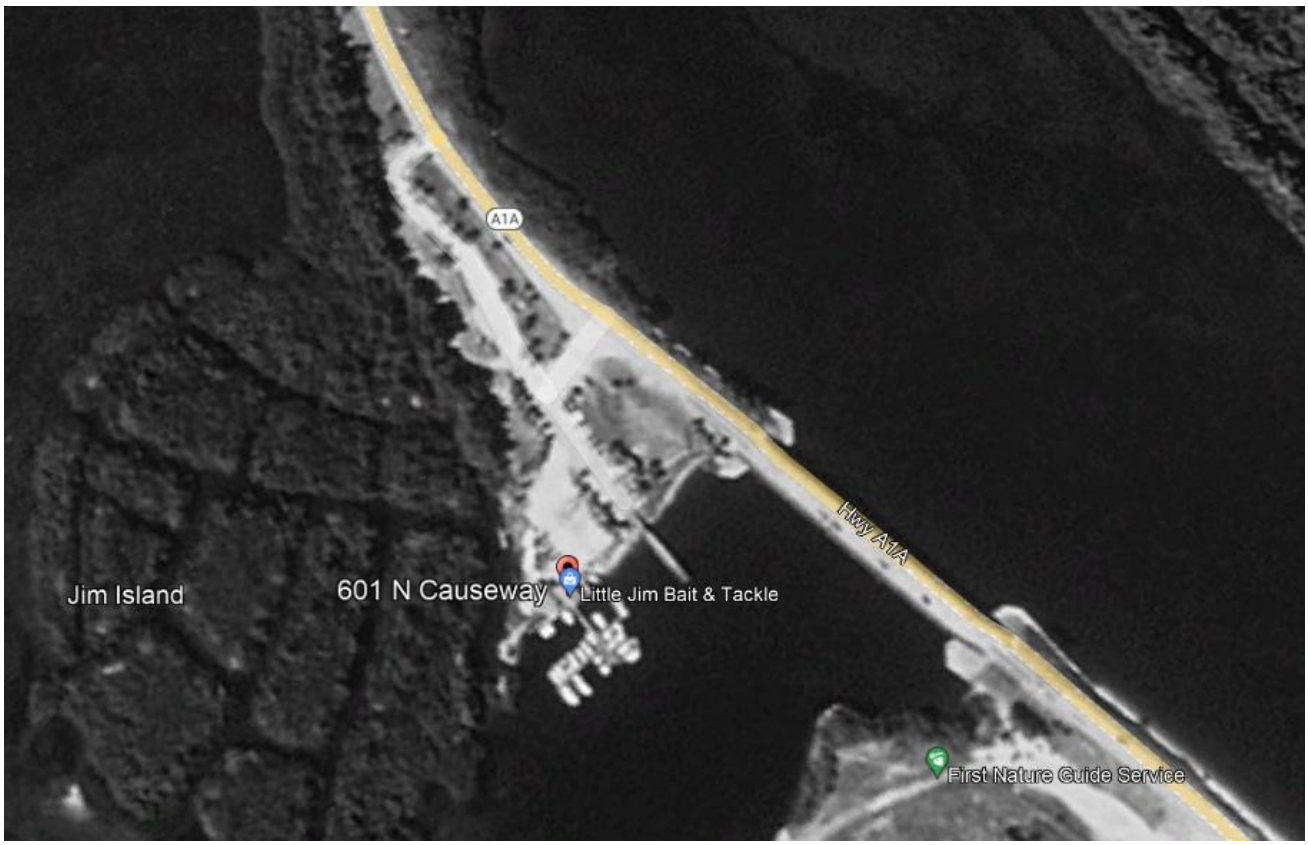


A 1994 PHOTO OF THE LITTLE JIM

SIGNIFICANT EVENTS

During World War II the US Navy established a unique base on Hutchinson Island to train over 140,000 allied military personnel in amphibious assault and underwater demolition skills in preparation for the Normandy invasion and countless Pacific operations. The original Navy "UDT Frogmen" were created in Fort Pierce, precursors of the current Navy SEALS, and the National Navy UDT-SEAL Museum stands in their honor near Pepper Park. When the Navy closed the base in late 1944 the land, including the main gatehouse building on Jim Island and wooden bridge, was given to the City of Fort Pierce.

For some 60+ years since, the gatehouse building has operated under leases from the city as 'Little Jim Bait and Tackle', providing fishing, marina, retail and refreshment services. It has been consistently popular with locals and thousands of visitors and veterans to the UDT-SEAL museum as one of the last remaining traces of wartime history as well as an 'Old Florida' environment.

ARCHITECTURAL SIGNIFICANCE

The 'Little Jim' building represents the distinctive characteristics of Florida 'Cracker Style' architecture. Situated in a prominent location on A1A it is an easily identifiable visual feature on the waterfront and one of the few remaining structures that reflect the region's unique architectural style.

Heavily damaged by hurricanes Frances and Jeanne in 2004, the building and surrounding decks and docks were repaired quickly and an open air pavilion added in the same style, decorated with donated memorabilia of its fishing and military significance.



STAFF RECOMMENDATIONS

Staff recognizes the site as significant in its long-time contribution to Fort Pierce commercial, military and community history and heritage.

Staff asks the Board to provide recommendation for approval of the historic designation of the property with the name of Little Jim Bait and Tackle under the "Significant Event" and "Architectural Significance" criteria.



VIEW OF THE SITE

SOURCES
UDT-SEAL Museum website

ATACHMENTS
Preliminary Historic Designation Application
St. Lucie County Property Appraiser's Property Record Card

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

CITY OF FORT PIERCE HISTORIC PRESERVATION BOARD
PRELIMINARY HISTORIC DESIGNATION APPLICATION

CHAPTER 23, ARTICLE IV DESIGNATION OF HISTORIC SITES

Section 23-36. Criteria.

(a) Consistent with the criteria established by the National Register of Historic Places, the board shall recommend for designation places, buildings, structures, landscape features, archaeological sites and other improvements as individual sites, districts or archaeological zones that are significant in Fort Pierce's history, architecture, archaeology or culture and possess integrity of location, design, setting, materials, workmanship or association; and meets one or more of the following criteria:

(1) (Significant event) Are associated with events that have made significant contributions to the pattern of history in the community, St. Lucie County, the state or the nation; or
(2) (Significant person) Are associated with the lives of persons significant in our past; or
(3) (Architectural significance) Embodies the distinctive characteristics of an architectural type, period, style or method of construction; or the work of a prominent designer or builder; or contains elements of design, detail, materials, or craftsmanship of outstanding quality; or that represents a significant innovation or adaptation to the South Florida environment; or represents a distinguishable entity whose components may lack individual distinction; or
(4) (Archaeological Significance) Have yielded, or are likely to yield information in history or prehistory; or
(5) Is listed in the National Register of Historic Places; or
(6) (Aesthetic significance) Is a part of or related to a landscape, park, environmental feature or other distinctive area, and should be developed or preserved according to a plan based upon a historic, cultural, or architectural motif; or because of its prominent or spacial location, contrast of siting, age, or scale is an easily identifiable visual feature of a neighborhood or the city and contributes to the distinctive quality of such neighborhood or the city.

NAME OF LANDMARK: Little Jim Bait & Tackle

ADDRESS OF LANDMARK: 601 N Causeway Fort Pierce 34949

LEGAL DESCRIPTION: 35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56 FT, TH S

PARCEL IDENTIFICATION NO.: 1434-100-0000-020-9

TYPE OF PROPERTY: ☐ Archaeological Site ☑ Commercial Building ☐ Public Building ☐ Residential Building

☐ Other (describe): _____

DATE OF PROPERTY (PERIOD OF HISTORICAL SIGNIFICANCE): 1940

IS THE PROPERTY LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES?: ☑ No ☐ Yes, Record #: _____

HISTORY OF THE SITE

Please give an explanation as to why this property is historically, culturally, architecturally, or archaeologically significant and how the property fulfills the criteria for designation (Section 23-36). Use additional paper if necessary.

This parcel was originally a Navy Guard shack during WWII and was the Point of entry on to the Navy "Frogmnan" training facility, We have researched the site and have prepared a packet with information for

In the late 1940s William "Bill" Turner started selling Bait out of the abandoned shack

The following information should be included, if known:

ORIGINAL OWNER(S):

SUBSEQUENT OWNER(S): City Of Fort Pierce

ARCHITECT:

BUILDER:

DATE OF CONSTRUCTION: 1940

ORIGINAL USE: Navy Guardshack

SUBSEQUENT USE(S): Bait & Tackle shop

CURRENT CONDITION OF THE SITE: ☐ Excellent ☑ Good ☐ Fair ☐ Poor

HISTORICALLY SIGNIFICANT EVENT(S) ASSOCIATED WITH THIS SITE OR STRUCTURE:

Used as the official entry to the Frogman training facility during WW II

HISTORICALLY SIGNIFICANT PERSONS ASSOCIATED WITH THIS SITE OR STRUCTURE:

US Navy Seals/ Museum

ANECDOTES AND/OR STORIES ASSOCIATED WITH THE SITE OR STRUCTURE (USE ADDITIONAL PAPER IF NECESSARY):

PLEASE ATTACH THE FOLLOWING:

- ☐ Photographs of the site and/or exterior of the structure (Interior as well, if applicable)
- ☑ Historic Photographs (if available)
- ☑ Other materials related to historical research of property (if available)

CURRENT PROPERTY OWNER(S) NAME: City Of Fort Pierce

CURRENT PROPERTY OWNER(S) PHONE NO.: 772-467-3000

CURRENT PROPERTY OWNER(S) MAILING ADDRESS: 100 N US Hwy 1 Ft Pierce FL34949

An owner's signature below indicates consent to the proposed historic designation as described in this application.

Property Owner's Signature — Date: 1/4/24

State of Florida County of St. Lucie

I certify that on the date set forth below the property owner named above did appear personally before me and that I did identify this person by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the person, and (b) comparing this person's signature made in my presence on this form with the signature on his/her identifying document. The statements on this document are subscribed and sworn to before me by the individual on this 4 day of January, 2024.

Notary Public Signature: Sara A Delgado

Notary ID Number: HH054871 Expiration Date: 10/19/24

Sara A. Delgado
Notary Public
State of Florida
Comm# HH054871
Expires 10/19/2024

HISTORIC DESIGNATION
Little Jim Bait & Tackle



601 CAUSEWAY DRIVE

REQUEST

The City Commission, at its December 11, 2023, City Conference meeting, requested staff to pursue a historic designation for the property at 601 N Causeway Drive. Staff is therefore, requesting the Historic Preservation Board to provide recommendation for approval of the property as a Historic Property and a Locally Significant Site known as Little Jim Bait & Tackle, based on the following designation criteria:

- **Significant Event.**
  Associated with events that have made significant contributions to the pattern of history in the community, the county, the state or the nation; Section 111-123(a)(1) of the City Code.

- **Architectural Significance.**
  Embodies the distinctive characteristics of an architectural type, period, style, or method of construction. Section 111-123(a)(3) of the City Code.





PROPERTY LOCATION

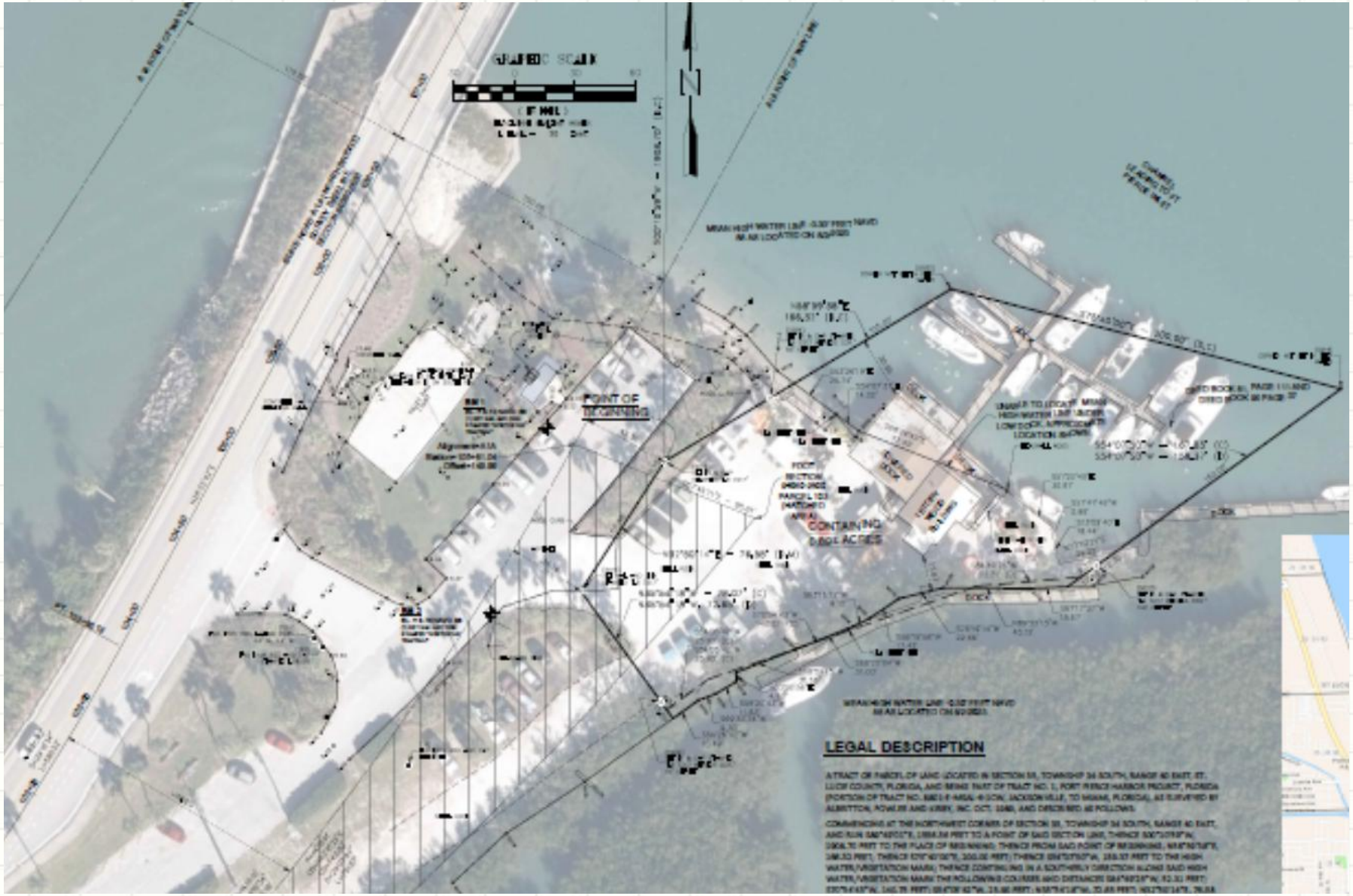




SUBJECT PROPERTY – AERIAL PHOTOS

BACKGROUND

World-Class commercial and sport fishing has been a significant part of Fort Pierce economy since the early 20th century. Just inside the inlet, the 'Little Jim Bait and Tackle' site has served the local and transient fishing community for over 60 years after its former roll as the main gate guardhouse of the US Navy amphibious and underwater demolition training base. The site on the north shore of Jim Island along A1A is well known and popular with locals and visitors alike for its history, fishing and 'old Florida' appeal



PROPERTY SURVEY

Significant Events

During World War II the US Navy established a unique base on Hutchinson Island to train over 140,000 allied military personnel in amphibious assault and underwater demolition skills in preparation for the Normandy invasion and countless Pacific operations. The original Navy “UDT Frogmen” were created in Fort Pierce, precursors of the current Navy SEALS. The National Navy UDT-SEAL Museum stands in their honor near Pepper Park. When the Navy closed the base in late 1944 the land, including the main gatehouse building on Jim Island and wooden bridge, was given to the City of Fort Pierce.

For some 60+ years since, the gatehouse building has operated under leases from the city as ‘Little Jim Bait and Tackle’, providing fishing, marina, retail and refreshment services. It has been consistently popular with locals and thousands of visitors and veterans to the UDT-SEAL museum, and one of the last remaining traces of wartime history as well as an ‘Old Florida’ environment.







PHOTOS OF THE STRUCTURE FROM 1970-ISH

ARCHITECTURAL SIGNIFICANCE

The 'Little Jim' building represents the characteristics of Florida 'Cracker Style' architecture. Situated in a prominent location on A1A it is an easily identifiable visual feature on the waterfront and one of the few remaining structures that reflect the region's unique architectural style.

Heavily damaged by hurricanes Frances and Jeanne in 2004, the building and surrounding decks and docks were repaired quickly and an open air pavilion was added in the same style, decorated with donated memorabilia of its fishing and military significance.

LOCAL HISTORIC DESIGNATION

No building, structure, improvement, landscape feature, or site within the city, which has been designated an historic site, shall be erected, altered, restored, rehabilitated, excavated, moved or demolished until an application for a certificate of appropriateness regarding any features, landscape features, or site improvements has been submitted and approved.

Features shall include:
Architectural style, scale, massing, siting, general design and general arrangement of the exterior of the building or structure, including the type, style and color of roofs, windows, doors and appurtenances.

Landscape features and site improvements shall include, but shall not be limited to, site re-grading, subsurface alterations, fill, paving, landscaping, walls, fences, courtyards, signs and exterior lighting.

LOCAL HISTORIC DESIGNATION

REVIEW AUTHORITY

Additions	
1. Not visible from the street and 20 percent or less of the existing building's square footage	HPB
2. All other additions	HPB
Canvas awnings	
1. On main facade	HPB
2. All other facades	STAFF
Carports (addition or enclosure)	STAFF
Decks, patios, pergolas	
1. With a structure	HPB
2. Without a structure	STAFF
3. Not visible from right-of-way	STAFF
Demolitions	
1. Ten percent or less of non-historic addition	STAFF
2. All other	HPB
Doors/ garage doors	
1. Same materials, style and size	STAFF
2. Change in materials or style	STAFF
3. Change in openings on the main facade	HPB
4. Change in openings on a secondary facade	HPB
Driveways and sidewalks	STAFF

LOCAL HISTORIC DESIGNATION

REVIEW AUTHORITY

Exterior	
1. Removal of not historic vinyl/aluminum siding	STAFF
2. All other finishes (including painting of an originally unpainted surface)	HPB
Landscaping	STAFF
Mechanical systems causing an effect	STAFF
New construction	HPB
Painting	STAFF
Parking	STAFF
Pools	HPB
Porches	
1. Open an enclosed porch	STAFF
2. Enclose a porch on the main facade	HPB
3. Enclose a porch on a secondary facade	STAFF
Relocation	HPB
Roof	
1. Same material and shape	STAFF
2. Change in material	STAFF
3. Change in shape	HPB
Signs	STAFF

LOCAL HISTORIC DESIGNATION

REVIEW AUTHORITY

Sheds	
1. Custom designed for the site	STAFF
2. Prefabricated	HPB
Shutters	
1. Removable Shutters	STAFF
2. Permanent Shutters (visible)	STAFF
3. Permanent Shutters (not visible)	STAFF
Site walls and fences	
1. Walls or fences behind or equal to front facade	STAFF
2. Walls or fences in front of front facade	HPB
Windows	
1. Same materials, style and size	STAFF
2. Change in materials or style	STAFF
3. Change in openings on the main facade	HPB
4. Change in openings on a secondary facade	HPB
Other	
Zoning-change in use	HPB

Historic Preservation Board

On January 22, 2024, the Historic Preservation Board recommended this property for historic designation.

Staff Recommendations

Staff recognizes the site as significant in its long-time contribution to Fort Pierce commercial, military and community history and heritage, and recommends approval of the historic designation of the property under the “Significant Event” and “Architectural Significance” criteria.

City Commission

Approve Resolution No. 24-R36 designating the property at 601 Causeway Dive as historic.





CURRENT PROPERTY PHOTOS

HISTORIC DESIGNATION
Little Jim Bait & Tackle



601 CAUSEWAY DRIVE

City Commission Regular Meeting - 5:05 pm **13. d.**

Meeting Date: 07/01/2024

Re: Resolution 24-R37

Submitted For: Shyanne Harnage, Economic Development Manager, City Manager

SUBJECT:

Resolution 24-R37 authorizing the execution of a Reconstruction Agreement with All Digital All Day, LLC to remove the existing sign at 7049 Okeechobee Road, Fort Pierce, FL 34945 and construct a replacement sign pursuant to Florida Statutes.

SUMMARY:

All Digital All Day, LLC ("ADAD") currently operates a legally existing, conforming sign located at 7049 Okeechobee Road that they wish to remove and reconstruct with a replacement sign that meets engineering and wind load requirements. Section 70.20 of the Florida Statutes authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication.

As per the Agreement, ADAD will make the replacement sign available for the dissemination of public service information like public service announcements, promotion of City-sponsored events, and emergency notifications at no cost to the City. In addition, ADAD shall pay the City an annual contribution payment of $10,000 per digital sign face of the replacement sign for so long as the sign remains installed and operational.

RECOMMENDATION:

Approval of Resolution 24-R37

ALTERNATIVES:

Amend or deny Resolution 24-R37

RESPONSIBLE STAFF:

Shyanne Harnage, CRA Administrator

COORDINATED WITH:

City Attorney
City Clerk

Fiscal Impact

OTHER INFORMATION:

ADAD shall pay the City annual contribution payments in the amount of Ten Thousand 00/100 Dollars per digital sign face on the replacement sign, for so long as the replacement sign remains installed, operational and utilizing automatic changeable message displays.

Attachments

Resolution 24-R37

Reconstruction Agreement

City Attorney RLS Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/20/2024 08:54 AM
City Manager	Nick Mimms	06/20/2024 08:54 AM

Form Started By: Shyanne Harnage Started On: 06/18/2024 06:57 AM

Final Approval Date: 06/20/2024

RESOLUTION NO. 24-R37

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AUTHORIZING THE EXECUTION OF A RECONSTRUCTION AGREEMENT WITH ALL DIGITAL ALL DAY, LLC** TO REMOVE THE EXISTING SIGN LOCATED AT 7049 OKEECHOBEE ROAD AND CONSTRUCT A REPLACEMENT SIGN PURSUANT TO FLORIDA STATUTES.

WHEREAS, Section 70.20, Florida Statutes, expressly authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and noncommercial communication; and

WHEREAS, All Digital All Day, LLC (“ADAD”) is engaged in the business of constructing, operating and maintaining one or more billboard signs in St. Lucie County, Florida and, in particular, within the City; and

WHEREAS, ADAD operates a legally existing, conforming sign structure (the "Existing Sign") in the City on certain real property with a street address of 7049 Okeechobee Road, Fort Pierce, FL 34945, and bearing Parcel ID 2324-331-0004-020-2 (the “Existing Sign Parcel”); and

WHEREAS, the Existing Sign was lawfully permitted and erected in conformity with the land development regulations in effect at the time, and remains a lawful, conforming structure under the City's current Land Development Code (the "LDC"); and

WHEREAS, the Existing Sign may not meet current wind-load and other relevant engineering and safety requirements of the applicable building codes and the LDC; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City that do not comply with current engineering and wind-load requirements; and

WHEREAS, ADAD proposes to remove the Existing Sign and construct a Replacement outdoor advertising sign (the "Replacement Sign") that meets all current engineering and wind load requirements; and

WHEREAS, the City desires to allow ADAD to remove the Existing Sign and reconstruct the Replacement Sign, pursuant to §70.20, Florida Statutes, and the agreement attached at Exhibit “A” (“Agreement”); and

WHEREAS, the City and ADAD desire to enter into the Agreement establishing the terms and conditions under which ADAD will be permitted to remove the Existing Sign, and to construct and maintain the Replacement Sign; and

WHEREAS, the City acknowledges and agrees that ADAD is relying on the Agreement and that ADAD will proceed to remove the Existing Sign and construct the Replacement Sign, which activities will require the expenditure of substantial monies by ADAD, the relinquishment of significant property rights by ADAD, or both; and

WHEREAS, the City finds and determines that the provisions of the Agreement are in the public interest; and

WHEREAS, the City desires to ensure that the Replacement Sign continues to be operated in a manner consistent with Florida law and conforming to building codes and the LDC, and in a manner satisfactory to the City.

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

Section 1. That the City of Fort Pierce hereby authorizes the execution of the Agreement attached as Exhibit “A”.

Section 2. That the Mayor, City Clerk and City Attorney are hereby authorized to execute the aforementioned Agreement on behalf of the City of Fort Pierce.

Section 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 W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
CITY ATTORNEY

RECONSTRUCTION AGREEMENT

THIS RECONSTRUCTION AGREEMENT (the “Agreement”) is made on _____ by and between the City of Fort Pierce, Florida (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, and All Digital All Day, LLC ("ADAD"), a Florida Limited Liability Company.

WHEREAS, Section 70.20, Florida Statutes, expressly authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and noncommercial communication; and

WHEREAS, ADAD is engaged in the business of constructing, operating and maintaining one or more billboard signs in St. Lucie County, Florida and, in particular, within the City; and

WHEREAS, ADAD operates a legally existing, conforming sign structure (the "Existing Sign") in the City on certain real property with a street address of 7049 Okeechobee Road, Fort Pierce, FL 34945, and bearing Parcel ID 2324-331-0004-020-2 (the “Existing Sign Parcel”); and

WHEREAS, the Existing Sign was lawfully permitted and erected in conformity with the land development regulations in effect at the time, and remains a lawful, conforming structure under the City's current Land Development Code (the "LDC"); and

WHEREAS, the Existing Sign may not meet current wind-load and other relevant engineering and safety requirements of the applicable building codes and the LDC; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City that do not comply with current engineering and wind-load requirements; and

WHEREAS, ADAD proposes to remove the Existing Sign and construct a Replacement outdoor advertising sign (the "Replacement Sign") that meets all current engineering and wind- load requirements; and

WHEREAS, the City desires to allow ADAD to remove the Existing Sign and reconstruct the Replacement Sign, pursuant to §70.20, Florida Statutes, and this Agreement; and

WHEREAS, the City and ADAD desire to enter into this Agreement, establishing the terms and conditions under which ADAD will be permitted to remove the Existing Sign, and to construct and maintain the Replacement Sign; and

WHEREAS, the City acknowledges and agrees that ADAD is relying on this Agreement and that ADAD will proceed to remove the Existing Sign and construct the Replacement Sign, which activities will require the expenditure of substantial monies by ADAD, the relinquishment of significant property rights by ADAD, or both; and

WHEREAS, the City finds and determines that the provisions of this Agreement are in the public interest; and

WHEREAS, on _____ the City Commission adopted Resolution No. _____ authorizing the execution of this Agreement; and

WHEREAS, the City desires to ensure that the Replacement Sign continues to be operated in a manner consistent with Florida law and conforming to building codes and the LDC, and in a manner satisfactory to the City.

NOW THEREFORE, for and in consideration of the above recitals and the mutual exchange of the covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged and agreed upon, the City and ADAD agree as follows:

1. Recitals. The foregoing recitals express the intent of the parties and they are incorporated in this Agreement as contractual terms, and not merely recitals.

2. The Existing Sign.

A. Location. The Existing Sign will be completely removed and the Replacement Sign will be constructed on the Existing Sign Parcel, as depicted in the site plan attached as **Exhibit A.**

B. Permits and Construction. ADAD shall be responsible for obtaining and paying for (at normal and customary rates) all required building permits and approvals to remove the Existing Sign and to erect, operate and maintain the Replacement Sign, including any necessary permits or approvals from the Florida Department of Transportation ("FDOT"), or any other State, federal or local agency or department. The City shall consider for approval all applications related to permits necessary for removal of the Existing Sign and erection of the Replacement Sign within forty-five (45) days after submission of a complete permit application(s) by ADAD, including any necessary engineering and construction plans or specifications demonstrating compliance with all applicable building and electrical codes. The City shall cooperate with and assist ADAD in obtaining any necessary permits and approvals from FDOT or any other agency or department, or both, for the removal of the Existing Sign and the erection and maintenance of the Replacement Sign by, among other things, timely executing such forms, applications or other documents as may be required for ADAD to obtain all such permits or approvals.

C. The Replacement Sign shall be constructed, operated, maintained, and replaced by licensed, registered contractors in a manner that meets or exceeds the City's building and electrical requirements, and upon completion of construction, structural certifications by State Licensed Engineers will be provided to the City by ADAD. The Replacement Sign shall be constructed substantially in the location occupied by the Existing Sign, which location shall be approved by FDOT (if necessary) and the City.

D. ADAD shall submit to the City signed and sealed site plan(s) and survey(s) for any proposed construction of the Replacement Sign, evidencing compliance with applicable conditions of this Agreement prior to issuance of any Building Permits by the City. Within thirty (30) days after completion of construction and installation of the Replacement Sign, ADAD shall provide the City with an as-built survey of the Replacement Sign, which shall be a condition precedent to the City issuing a Certificate of Completion for the Replacement Sign.

E. The placement of the Replacement Sign must conform with Chapter 479, *Florida Statutes*, Chapter 14-10, *Florida Administrative Code*, and any and all other applicable federal, state, county and municipal regulations.

F. The Replacement Sign shall not be illuminated by flashing, intermittent, or moving lights (i.e., the message shall be static, and shall not include any full-motion video or animation), and shall otherwise comply with all requirements of Chapter 14-10, *Florida Administrative Code*, as that Chapter may be amended from time to time, as provided in Paragraph 2(G) below. The Sign shall not emit any sound of any kind and shall not use or release any steam or smoke or any other substance.

G. Description. The City and ADAD agree that the height of the Replacement Sign shall be measured pursuant to, and shall comply with the provisions of, Chapter 479, *Florida Statutes*, and the related *Florida Administrative Code* provisions and FDOT regulations. The Replacement Sign shall be a double-face monopole structure. The size of each face of the Replacement Sign shall not exceed 10.5 feet in height and 36 feet in length, not including embellishments, and the total height of the sign structure shall not exceed 55 feet (as shown on **Exhibit A**). The term "embellishment" means a temporary extension of a sign face which contains a portion of the message or informative contents, and which is added, modified, or removed when the message is changed. Pursuant to Sec. 14-10.004 of the *Florida Administrative Code*, as amended from time to time, embellishments shall not extend more than five (5) feet beyond the permanent sign face. The Replacement Sign will utilize LED or other similar electronic changeable message technology (as may be determined by ADAD from time to time). Operation of the changeable message displays shall comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness and the interval of copy change, which regulations are currently set forth in Section 14-10.004 of the *Florida Administrative Code*, a copy of which is attached as **Exhibit B.**

H. Repair and Maintenance. Upon completion, the Replacement Sign shall be deemed a conforming sign in all respects under the City's current LDC for the purpose of future repair, replacement and maintenance.

I. Compliance with Agreement/Laws. ADAD agrees that it shall operate the Replacement Sign in accordance with the terms of this Agreement and all applicable laws, rules, ordinances and regulations. Failure to abide by the terms of this Agreement, or to adhere to all applicable laws will be deemed a violation of this Agreement, and the City may pursue any and all equitable and legal remedies relating to the violations/defaults, including, but not limited to, requiring ADAD to remove the Replacement Sign; provided, however, prior to the exercise of any such legal or equitable remedies, the City shall first provide ADAD written notice of any alleged violation/default, which notice shall state the nature of the violation/default with as much specificity as is practicable under the circumstances. ADAD shall have 15 business days from the receipt of the City's notice to cure such violation/default, or if the violation/default is not reasonably capable of being cured within 15 business days, to commence to cure the violation/default and to diligently pursue the cure to completion.

3. Sign Removal. Contemporaneously with the submission of ADAD 's permit application to the City for construction of the Replacement Sign, ADAD shall also apply for a demolition permit for the Existing Sign, which application the City shall consider for approval within forty-five (45) days after submission of complete permit applications for same, as provided in Paragraph 2(B) above. ADAD shall demolish the Existing Sign, remove all sign debris, and dispose of same in accordance with applicable regulations of the City's ordinances and the LDC, prior to or contemporaneous with erection of the Replacement Sign. ADAD shall have no obligation to demolish or remove the Existing Sign unless and until it has obtained all necessary state and local permits and approvals for construction and maintenance of the Replacement Sign. In the event that ADAD is unable to obtain all necessary permits and approvals for the construction and maintenance of the Replacement Sign, ADAD shall be relieved of any obligation under this Agreement to remove the Existing Sign and shall have the right to terminate this Agreement upon thirty (30) days' written notice to the City.

4. Advertising and Notifications by the City/Public Service Messages. ADAD will make the Replacement Sign available for the dissemination of public service information. ADAD voluntarily offers announcements and advertising slots to the City as provided in this paragraph, and the City accepts this offer. Unless expressly stated otherwise in subparagraphs (A) and (B) of this Paragraph 4, the following terms shall apply: (i) all announcements and advertising slots provided by ADAD to the City shall be at no cost to the City; (ii) all artwork/design/graphics relating to the City's chosen advertisements shall be provided by the City to ADAD at least 10 days prior to the scheduled advertising run commencement date; and (iii) in the event the City desires to utilize ADAD advertising artwork/design/graphics, ADAD shall provide the artwork/design/graphics to the City (at the City's expense) for its approval at least 10 days prior to the scheduled advertising run commencement date.

For purposes of this Paragraph 4, the contact persons shall be:

CITY: Nick Mimms, City Manager at (772) 465-4170

ADAD: Matt Ashley, Partner, (561)353-6167

(A) Public Service Advertising. On a space available basis, ADAD will allow the City to post public service announcements and advertise City-sponsored events (the "City Announcements") on the Replacement Sign, pursuant and subject to the terms, conditions and restrictions contained in this Agreement. Any such City Announcements shall be strictly for the benefit of the City. If after posting a City Announcement any third party asserts that the announcement is defamatory or infringes on any copyright, trademark, or other intellectual property or privacy right, or if adverse publicity results from it, ADAD shall have the right to remove the City Announcement, and to discontinue the display of City Announcements until such time as the City shall supply a new, or designate a previous, City Announcement. Any such public service announcements may be removed by ADAD in the event that space so occupied by City Announcements is leased or rented to third parties by ADAD. ADAD agrees to give the City reasonable notice of anticipated space availability on the Replacement Sign for City Announcements; provided, however, that ADAD shall have no obligation to notify the City if such space availability is limited to time periods of less than 30 days. All artwork, design, graphics, production and installation costs relating to the City Announcements shall be at the sole expense of the City.

(B) During times of declared weather emergencies affecting the City, ADAD will make the Replacement Sign available, and will add one Slot on each face of the Replacement Sign for the sole and limited purpose of communicating emergency information to the City's citizens and the travelling public, in accordance with the terms and conditions of the emergency alert notification program (the "Emergency Notification Program") adopted by the Florida Outdoor Advertising Association (the "FOAA") and the Florida Division of Emergency Management ("FDEM"), which sign shall not be required to provide the 10 day advance notice required under subsection (A), above.

(C) ADAD will make the Replacement Sign available, by adding one Slot on each face of the Replacement Sign, for the display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), or such other law enforcement agency that may from time to time be responsible for issuance of same, when it is determined (pursuant to guidelines and procedures already in place between the FDLE or such other agency/agencies and the outdoor advertising industry to identify appropriate situations, duration and sign locations) that display of the "amber alert" on the Replacement Sign would provide information to the travelling public that could be instrumental in assisting authorities in resolving an abduction.

(D) Finally, ADAD will add one Slot on each face of the Replacement Sign and make that Slot available for the display of official emergency notifications issued by the City of Fort Pierce Police Department (the "Agency") to advise the public of an active or imminent public threat posed by: (i) a dangerous condition other than weather, (ii) a fugitive known or reasonably suspected to be in the area, or (iii) an active-shooter situation (the "Local Emergency Announcements"). The City or the Agency shall be responsible for providing ADAD with a template for use by ADAD in displaying the Local Emergency Announcements, which template shall be compatible with ADAD 's policies and procedures (the "Alert Template"). The Alert Template will be maintained by ADAD at its national operations center, from which the messaging for the Replacement Sign is controlled. Upon the occurrence of a local emergency within the scope of this Paragraph, the City shall contact the local ADAD representative identified in Paragraph 4 above and provide the representative with the desired text for the Local Emergency Announcement. The text will be relayed by the local ADAD representative to the ADAD national operations center, which will post the Local Emergency Announcement using the Alert Template then on file. ADAD will use its best efforts to post the copy as soon as practicable and will continue to display such copy so long as the threat remains imminent or active. The City may modify the Alert Template at any time, and from time to time; provided that such modification will not be effective until 30 days after receipt by ADAD.

(E) ADAD voluntarily offers and the City has agreed that any advertising shall not include any tobacco product, adult retail, adult performance, adult entertainment establishment or adult service, or any advertising messages that may be reasonably construed as "hate speech" against any person or organization or obscene or offensive materials as determined by the City. If the City reasonably objects to any advertisement, such advertisement shall be removed within 24 hours of receipt by ADAD of written notice from the City.

(F) Annual Contribution. ADAD shall pay the City annual neighborhood enhancement contribution payments in the amount of Ten Thousand 00/100 Dollars per digital sign face on the Replacement Sign, for so long as the Replacement Sign remains installed, operational and utilizing automatic changeable message displays (the "Annual Contribution"). The initial Annual Contribution for the Replacement Sign shall be due and payable within fifteen (15) days after completion of construction and issuance of all final permits and approvals necessary for the operation of the Replacement Sign.

Thereafter, ADAD shall pay to the City the Annual Contribution on or before the anniversary of the date upon which the initial Annual Contribution payment was paid. The parties understand and agree that the Annual Contribution payments are being paid to mitigate any impacts to the City and its residents from the rights granted under this Agreement and actions taken pursuant to it.

5. Indemnification and Hold Harmless. In consideration of the City permitting ADAD to construct and operate the Replacement Sign within the City, ADAD agrees to defend (with counsel of ADAD's choosing, subject to the prior approval by the City Attorney, which approval shall not be unreasonably withheld), indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims, suits, actions, damages and causes of action whatsoever, arising during the term of this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity as a result of the doing of any work in this Agreement as authorized or the failure to do any work in this Agreement as required, or as a result of this Agreement or the construction, maintenance or use related to the removal of the Existing Sign and installation of the Replacement Sign or the use by ADAD of the Property upon which the Replacement Sign is to be located. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence (except gross negligence) on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation of any of them and the defense of any action or proceeding brought on any of them and any order, judgment or decree which may be entered in any such action or proceeding or as a result of any of them. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, *Florida Statutes.* With respect to the removal of the Existing Sign pursuant to this Agreement, ADAD waives and releases the City from and against any and all claims for compensation or other reimbursement which it has or may have in the future as a result of any provisions of Section 70.20*, Florida Statutes*, or the provisions of any other statute or under common law, except as otherwise specifically provided in this Agreement. In the event that any third party brings any challenge either to this Agreement as a whole or to any application for permits or approvals under this Agreement, the City shall give sufficiently prompt notice to ADAD of such challenge and shall in all events give such notice within 10 business days of the date that the City first learns of the challenge. The City will reasonably assist in the defense of any such action by ADAD in such a matter.

6. Complete Agreement. This Agreement, and all the terms and provisions contained in this Agreement, including without limitation its Exhibits (if any), constitute the full and complete agreement between the parties with respect to the matters covered in this Agreement, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written, oral or implied, which are deemed to be merged into this Agreement.

7. Amendment. The parties may amend this Agreement only by a written instrument signed by each of the parties. There cannot be any waiver, variation, modification, amendment or change to the terms of this Agreement except as may be made in writing and executed by each party to this Agreement. If any party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of another party's Agreement obligations, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

8. Notices. All notices, demands, requests for approvals or other communications required or authorized to be given by either party to another shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service to each party indicated below, addressed as follows:

City:

City Manager
City of Fort Pierce
100 N. US Hwy. 1
Fort Pierce, Florida 34950

Copies to:

City Attorney
City of Fort Pierce
100 N. US Hwy. 1
Fort Pierce, Florida 34950

ADAD:

Matt Ashley
All Digital All Day, LLC
1900 South Harbor City Blvd
Suite 319
Melbourne, FL 32901

Copies to:

W. Lee Dobbins, Esq.
Dean, Mead, Minton & Moore
1903 South 25th Street
Suite 200, Fort Pierce, Florida 34947

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5th) business day after mailing. Refusal by any person to accept delivery of any notice delivered at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section as of the date and time of such refusal. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties in accordance with this provision and such notices shall be effective upon receipt. Until notice of change of address is received as to a party, the other party may rely upon the last address given.

9. Default. In the event any party is in default of any Agreement provision, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party or parties written notice of same pursuant to this Agreement. The defaulting party or parties shall have fifteen (15) business days from the receipt of such notice to cure the default or, if the default cannot be cured within fifteen (15) business days, to commence and diligently pursue a cure. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party or parties do not timely cure such default, the non-defaulting party or parties shall be entitled to pursue its remedies which are available at law or equity.

10. Severability. The parties covenant and agree that they will not initiate, pursue, assist, participate in (except to oppose or defend against) or in any way aid or support any action or proceeding of any type or nature challenging the constitutionality, legality or enforceability of this Agreement, or having the effect of rendering this Agreement void or unenforceable, or that would negatively impact the validity or enforceability of this Agreement in any way. The foregoing shall not prevent any party from initiating or pursuing legal action based on the other party's default under this Agreement. If any term or provision of this Agreement or the application of it to any person or circumstance is declared invalid or unenforceable as a result of any third-party challenge, the remainder of this Agreement, including any valid portion of the invalid term or provision stricken or held invalid, shall not be affected and shall, with the remainder of this Agreement, continue unmodified and in full force and effect. In the event that any portion of this Agreement shall be held invalid, unenforceable or both resulting in the forced removal of the Replacement Sign, the parties shall be released from any further obligations under this Agreement and shall be returned to their respective positions as they existed just prior to the execution of this Agreement, including, but not limited to, ADAD 's right to re-erect the Existing Sign, at its current location.

11. Controlling Law, Venue, Jury Trial Waiver. This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be solely in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, to the exclusion of any other venue. THE PARTIES EACH HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTES RELATING TO OR ARISING OUT OF THIS AGREEMENT. ALL COURT ACTIONS OF ANY NATURE OR KIND SHALL BE NON-JURY.

12. Authority to Execute and Bind. Each party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that party, and thereby bind that party to the terms and conditions of this Agreement.

13. Non-Waiver. The failure of any party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any of its Exhibits or any other agreement, instrument or document of whatever form or nature contemplated by any other party or parties, shall not be deemed a waiver of any right or remedy that the party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

14. Successors and Assigns. This Agreement shall be freely assignable by ADAD. The terms of this Agreement shall be binding upon and shall inure to the benefit of all successors in interest to the parties to this Agreement.

15. Continuing Cooperation. The parties covenant and agree that they will execute such further documents and take such further actions as may be reasonably necessary to effectuate and implement the provisions and intent of this Agreement.

16. Construction. The provisions of this Agreement shall not be construed in favor of or against any particular party as each party has reviewed its terms and conditions and by execution of this Agreement, acknowledges that each party has carefully considered the legal ramifications of this instrument, has consulted with legal counsel or has knowingly and willingly chosen not to do so. This Agreement has been negotiated by the City and ADAD, and this Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by any one party but, rather, by both equally.

17. No Third-Party Beneficiaries. It is expressly agreed and understood that there are no third parties intended to be benefited by this Agreement or any of the terms, provisions, rights or benefits conferred in this Agreement, and no private right of action is intended to be created by this Agreement in any third party.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

19. Term. The parties expressly agree that the term of this Agreement shall be for a period of forty (40) years (the "Initial Term"), commencing on the date the last party to this Agreement executes same, and that at the end of the Initial Term, this Agreement shall automatically renew for one (1) additional term of forty (40) years (the "Renewal Term"), unless ADAD shall deliver written notice to the City no later than sixty (60) days prior to expiration of the Initial Term opting out of the Renewal Term.

20. Public Records. As may be requested by the City from time to time, ADAD shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by it in conjunction with the execution or performance of this Agreement. ADAD shall be obligated to comply with Florida's Public Records Law only to the extent it may apply to this Agreement and any communications related to this Agreement, and only as expressly requested by City from time to time. Specifically, ADAD shall:

a. Keep and maintain public records related to this Agreement required by the City.

b. Upon request from the City's custodian of public records, provide the 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 or as otherwise provided by law.

c. 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 Agreement term and following expiration or termination of the Agreement if ADAD does not transfer the records to the City.

d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of ADAD upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

IF ADAD HAS QUESTIONS REGARGDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, ADAD SHOULD CONTACT THE CITY'S CUSTODIAN OF RECORDS AS FOLLOWS:

CITY CLERK'S OFFICE
100 N. US 1
FORT PIERCE, FL 34950
772-467-3065
lcox@cityoffortpierce.com

- SIGNATURES APPEAR ON FOLLOW PAGES –

IN WITNESS WHEREOF, the City and ADAD have executed or caused their duly authorized representatives to execute this Agreement.

CITY OF FORT PIERCE

By: _____
Mayor

Date: _____, 2024

Attest:

_____
City Clerk

Dated: _____, 2024

Approved as to legal form:

_____
City Attorney

Dated: _____, 2024

ALL DIGITAL ALL DAY, LLC

By: _____

Printed Name: MATTHEW ASHLEY

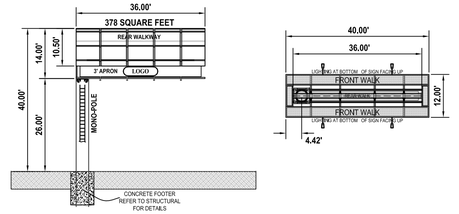
Title: PARTNER

Dated: 06/17, 2024

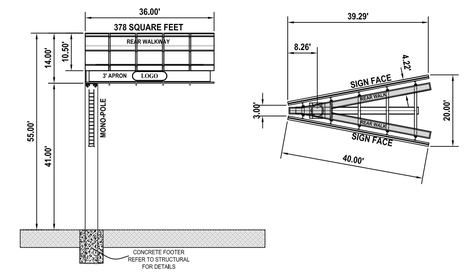
EXHIBIT A



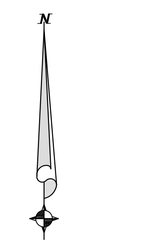
PROFILE VIEW SCALE 1" = 20' PLAN VIEW SCALE 1" = 20'
EXISTING SIGN FDOT TAG # CF343 / CF344



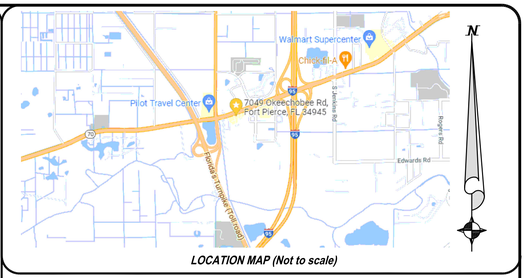
PROFILE VIEW SCALE 1" = 20' PLAN VIEW SCALE 1" = 20'
PROPOSED SIGN



SIGN / SITE LOCATION DATA	
1) Owner	Jax Investment Holdings LLC
2) Site Address:	7049 Okeechobee Road Fort Pierce FL
3) Warranty Deed:	ORB 3711, PAGE 678 Public Records of St Lucie County
4) Property #:	2324-331-0004-020-2
5) Zoning District:	City of Fort Pierce
6) Highway Location:	South Side of Okeechobee Rd. and 860' East of Kings Hwy.
7) Future Land Use	Commercial
8) Zoning	Commercial
9) Section data	Section 24, Township 35S, Range 39E
10) Geodetic Location	Latitude: N 27.413107 Longitude: W -80.396472







LOCATION MAP (Not to scale)

LEGAL DESCRIPTION

Commence at the point of intersection of the West line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, with the Southerly right-of-way line of Okeechobee Road (S.R. #70); thence run North 70°04'03" East, along the said right-of-way line, 175.00 feet, to the Point of Beginning; thence continue North 70°04'03" East, along the said right-of-way line, 124.95 feet; thence run South 00°06'18" East, 21.26 feet, to a point on the Southerly right-of-way line of Okeechobee Road (S.R. #70) as expanded; thence run North 70°04'03" East, along said right-of-way line, 26.34 feet, to the West line of a 20 foot easement; thence run South 03 °31 '09" East, along said West line of Easement, 199.60 feet; thence run South 70°04'03" West, parallel to the Southerly right-of-way line of Okeechobee Road (S.R. #70), 163.88 feet; thence run North 00°06'51" West, parallel to the said West line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 24,224.77 feet, to the Point of Beginning.

Together with a perpetual, non-exclusive easement for egress and ingress for vehicular and pedestrian traffic of grantee, its assigns, successors, invitees and agents over and across the 20 foot parcel lying immediately East of the property described above, to reach the above described property from Okeechobee Road. The said 20 foot parcel being referred to as "20 foot easement" in the legal description of the property being conveyed herein to grantee.

SURVEYOR'S NOTES

1. The current and expected use of the site is Commercial and meets the accuracy standards for such as required by the Florida Minimum Technical Standards per FAC chapter 61-G 17.
2. The Specific purpose of this survey is to provide data for permitting of a billboard sign. Notice, this sketch of survey depicts the complete limits of the legal description. For the purpose of this presentation, only the property lines and improvements adjacent to the proposed billboard have been field surveyed. This does not constitute a complete boundary survey of the overall legal description and improvements located therein.
3. The overall Property contains 32,670 square feet / 0.75 acres more or less.
4. Foundations, Footers and other Underground Facilities not located, unless otherwise shown.
5. Encroachments as shown: Not determined for the purpose of this Survey.
6. Existing easements and rights-of-way as shown hereon are per Record deed, unless otherwise shown.
7. Distances and angles / bearings shown hereon are per description and agree with the survey measurements unless otherwise specified.
8. The Bearing base is the North Line of subject site and all other bearings are relative thereto.
9. No search of the Public Records by this Surveyor.
10. This survey cannot be transferred or assigned, unless authorized by Daniel L. Blanton, Professional Surveyor and Mapper PSM # 5988.
11. Additions or Deletions to this sketch other than by the signing surveyor are prohibited.
12. Not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.

ABBREVIATIONS

L.B. = Licensed Business
C/L = Centerline
ORB = Official Record Book
FDOT = Fl Department of Transportation
SR = State Road
POC = Point of Commencement
POB = Point of Beginning
NTS = Not to Scale

LEGEND

= Wood Power Pole
= Metal Power Pole
E = Electic Meter
= Light Pole
OHE = Overhead Electric Line

PROPERTY CORNER & CONTROL DATA

1 = Found 5/8" Iron Rod, No Identification
2 = Set PK Nail & Washer, No Identification

DANIEL L. BLANTON License Number 5988 STATE OF FLORIDA Professional Surveyor & Mapper

I HEREBY CERTIFY that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter J5-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DANIEL L. BLANTON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 5988

D. L. BLANTON, Inc. SURVEYING & MAPPING
Licensed Surveying Business # LB7497
1887 SW Newport Isles Blvd
Telephone: (561) 963-1953
Email: DLBlanton@bellsouth.net

BOUNDARY SURVEY AND BILLBOARD SITE PLAN

Ft Pierce Mobil Station # 382 Site
7049 Okeechobee Road (State Road 70)
Fort Pierce, Florida

REFERENCE: 24/35/39	REVISIONS:	SCALE: 1"= 20'
OFFICE: DLB		DWG. NUMBER: 21-004
DATE OF SURVEY: 02/15/2021		SHEET 1 OF 1

EXHIBIT B

CHAPTER 14-10
OUTDOOR ADVERTISING SIGN REGULATION AND HIGHWAY BEAUTIFICATION PROGRAM

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14-10.0011 General Provisions
14-10.002 Scope (Repealed)
14-10.0021 Definitions (Repealed)
14-10.0022 Outdoor Advertising Sign Inventory
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14-10.018 Priorities (Repealed)
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14-10.036 Sale for Removal of Signs and Paraphernalia (Repealed)
14-10.037 Contracts (Repealed)
14-10.038 Payments (Repealed)
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14-10.050 Nonconforming Junkyards (Repealed)
14-10.051 Violations (Repealed)
14-10.056 Forms (Repealed)
14-10.057 Vegetation Management Application and Permit Issuance

14-10.001 Purpose.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.03 FS. History–New 3-28-76, Amended 4-21-77, 12-10-77, 1-1-86, Formerly 14-10.01, Repealed 6-28-98.

14-10.002 Scope.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.03, 479.20 FS. History–New 3-28-76, Amended 4-21-77, 12-10-77, Formerly 14-10.02, Repealed 1-1-86.

14-10.0011 General Provisions.

(1) Definitions. All terms in this rule chapter shall have the same meanings as those in Section 479.01, F.S. Additionally, the following terms are defined:

(a) "Applicant" means the person or entity seeking permission for an outdoor advertising sign under this rule chapter.

(b) "Completed Sign," for purposes of Section 479.07(5)(a), F.S., means an erected sign structure with attached facing, and a posted message.

(c) "Crown" means the highest point of elevation on the road pavement of the main traveled way immediately adjacent to the sign.

(d) "Embellishment" means a temporary extension of a sign face which contains a portion of the message or informative contents, and which is added, modified, or removed when the message is changed.

(e) "Height Above Ground Level (HAGL)" means the distance between the ground and the bottom of the sign face, excluding any border and trim, as measured from the point on the sign facing closest to the main-traveled way.

(f) "Location or site" means the specific place or position of a proposed or existing sign. Location is generally identified by specifying a milepost on the Roadway Characteristics Inventory (RCI) system together with a distance from the edge of the pavement or the right of way line by specifying the State Plane Coordinates or by specifying the latitude and longitude.

(g) "Permitted Sign" means a sign, whether erected or not, for which an Outdoor Advertising Permit, Form 575-070-30, Rev. 07/01, incorporated herein by reference, has been issued, which permit has not been revoked, canceled, expired, or declared void.

(h) "Rest Area" means a publicly owned, controlled, and designated place for emergency stops, relaxation, and recreation, including sanitary and other facilities within or adjacent to the highway right of way.

(i) "Sign Structure Height" means the total vertical distance from the crown of the main-traveled way to the top of the highest sign face, including any border or trim, excluding embellishments.

(2) Names and Addresses.

(a) For consideration of a license or sign permit under this rule chapter, completed forms must be sent to:

Outdoor Advertising License and Permit Office
Florida Department of Transportation
605 Suwannee Street, MS #22
Tallahassee, Florida 32399-0450

Forms referenced in this rule may be obtained at the above address or at the website: http://www.dot.state.fl.us/rightofway/Documents.shtm.

(b) Licenses and sign permits may only be issued in the current legal name or registered fictitious name of the applicant, whether an individual, business, or corporation. Any notice issued by the Department to a fictitious name filed with the Department shall have the same effect as if issued in the legal name of the permittee or licensee.

(c) All correspondence from the Department to the licensee or permittee including billing, notices of violation, or other information issued by the Department will be electronic unless the licensee or permittee notifies the Department in writing that the mailing address is the perferred method of receipt.

(d) A licensee or permittee shall notify the Department, in writing, within 30 calendar days of any change in address. This notification shall include:

1. The date the change of name or address (mailing or e-mail) becomes effective,
2. The account name as listed on the Department billing,
3. The name of the individual authorized to sign the notice, and
4. Certification from the person with authority to update the information.

(e) Notices or any other correspondence issued by the Department to the address on file prior to receipt of such written notification of an address change are valid and shall be considered received by the licensee or permittee.

(f) License Applications, Permit Applications, Replacement Requests, Transfer Requests, and Cancellation Certifications must contain a statement by the signatory that he/she is the authorized representative and has the authority to sign for the applicant.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 479.02 FS. History–New 6-28-98, Amended 8-19-01, 10-3-10, 10-7-15.

14-10.0021 Definitions.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.01, 479.02, 479.03, 479.07(9) FS. History–New 1-1-86, Formerly 14-10.21, Amended 12-26-95, Repealed 6-28-98.

14-10.0022 Outdoor Advertising Sign Inventory.

Pursuant to Section 479.02(8), F.S., the Department shall update its outdoor advertising database inventory information for all permitted signs no less than every two years. This inventory shall provide, as a minimum, the following current information derived from field review and historical information contained in the Department's files:

(1) Location of the sign;
(2) Original sign permit issue date;
(3) Date the sign was erected;
(4) Height, width and square footage of each sign facing;
(5) Number and type of support structures used;
(6) Height above ground level of the sign facing;
(7) Sign structure height;
(8) Whether the sign is lighted;
(9) Whether the sign is in conformance with local land use requirements;
(10) Whether the sign is in an urban area;
(11) Whether the sign is in an incorporated area;
(12) Status of the sign, whether conforming, nonconforming, or illegal;
(13) Permittee's name and address;
(14) Sign permit number(s), current and previous, assigned to the sign facing;
(15) Status of the sign permit, whether active or canceled, revoked, expired, or void; and,
(16) Date the sign was removed, when applicable.

Changes made to the Department's previous inventory records to reflect physical characteristics of a sign or sign facing existing at the time of an inventory update shall not create a waiver or constitute forgiveness of any violation of the provisions of Chapter 479, F.S.

Rulemaking Authority 334.044(2), 479.02(7), (8) FS. Law Implemented 339.05, 479.01, 479.02, 479.03, 479.07(9) FS. History–New 6-28-98, Amended 10-3-10.

14-10.003 Licenses.

(1) Outdoor Advertising License Required.

(a) A person or entity is considered to be in the business of outdoor advertising and is required to have an outdoor advertising license if that person or entity is operating, maintaining, leasing, or selling outdoor advertising structures, outdoor advertising signs, or outdoor advertisements.

(b) Persons or entities solely engaged in the following are exempt from the licensing requirement:

1. Advertising their own business or businesses, or

2. Erecting or constructing signs.

(2) Application Form. An application for a license to engage in the business of outdoor advertising shall be made on an Outdoor Advertising License Application, Form 575-070-02, Rev. 08/15, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-06269.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 120.60, 215.34(2), 334.044(28), 339.05, 479.02, 479.04, 479.05, 479.07 FS. History–(Formerly part of Rule 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 1-1-86, Formerly 14-10.03, Amended 6-28-98, 8-19-01, 1-25-04, 12-31-06, 10-3-10, 1-7-16.

14-10.004 Outdoor Advertising Permit Applications, Criteria, and Permit Issuance.

(1) Applications. An application for a new sign permit is made by completing and submitting an Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 6/15, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-05475 to the address listed in paragraph 14-10.0011(2)(a), F.A.C. Each application for a sign permit shall meet the requirements of Chapter 479, F.S., this rule chapter, and the 1972 Federal-State Agreement, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-05479. In the event of a conflict between a provision in the 1972 Federal-State Agreement and a provision of Chapter 479, F.S., the more restrictive provision shall apply.

(a) A separate application is required for each sign permit requested (i.e. a back to back sign will require two applications). Separate payment for each application is recommended to avoid denial of multiple applications should one application be denied.

(b) Prior to issuing a sign permit, the Department will inspect the proposed sign site for compliance with Chapter 479, F.S., and this rule chapter. To ensure that the site being inspected is the same site specified in the application, the applicant shall mark the proposed site in such a manner that the markings are visible from the main-traveled way. The markings shall be displayed upon submission of the application, and shall be maintained by the applicant until the Department has approved or denied the application.

(c) The Department will act on sign permit applications in order of the date and time of receipt of complete applications.

1. An application will be considered complete when all items on the application form have been filled in, all required attachments have been received, and the correct permit fees have been submitted. All information provided on the application must be certified as being true and correct. Information required on the application from the local zoning official providing allowable land use and local government approval, must be current as of the date the complete application is received by the Department and the applicant must demonstrate that the conditions are still in effect.

2. Applications submitted with payment that will become void within 30 days from the Department receipt will be returned as incomplete.

3. Applications containing incorrect information will be denied.

4. Incomplete sign permit applications will be returned to the applicant along with any sign permit fees submitted with the application.

5. Completion of, or corrections to, the original submitted document must be initialed by the applicant on the original application.

6. Pursuant to Section 479.07(3)(b), F.S., the written statement from the landowner must have been issued to the applicant, or on behalf of the applicant. If a lease document is submitted as the statement from the landowner, the applicant must be the named lessee, or the document must be accompanied by a properly executed transfer of the leasehold rights to the applicant. The written statement must:

a. Identify the property on which the sign is to be located;

b. Indicate that the person authorizing placement of the sign on the property is the owner or the person in lawful control of the property. If the person authorizing placement of the sign is not the owner of the property, the legal status which gives him or her lawful control of the property must be indicated;

c. Grant the permission to or on behalf of the applicant; and,

d. Authorize placement of the sign on the subject property.

(2) Application status. Complete applications will be either approved or denied within 30 calendar days of receipt by the Department unless an earlier application for that site or a competing site is under review, the applicant is seeking a vegetation management permit, or removal of a conflicting sign is pending.

(a) A denied application will remain in a pending status until the time to request an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., has elapsed. If a hearing is requested, the application shall remain in a pending status until a final order has been issued and the time to request an appeal of the order has elapsed. If an appeal is taken, the application will remain in a pending status until the mandate is issued by the appellate court. Subsequent applications for conflicting sites shall be held without action until the pending status of the earlier application is resolved.

(b) If an application is approved, all subsequently received applications for conflicting sites shall be denied.

(c) When a permit application is received for a new sign site where vegetation management is required pursuant to Section 479.106, F.S., the permit will not be issued until the applicant has been issued a vegetation management permit by the Department in accordance with Rule 14-10.057, F.A.C. A permit shall not be issued to an applicant for a location at which unpermitted cutting, removal, or trimming of vegetation has occurred until such time as payment of the administrative penalty and mitigation as required by Rule 14-10.057, F.A.C., and Section 479.106(7), F.S., respectively, have been collected and the applicant has surrendered two nonconforming signs in accordance with Section 479.106(5), F.S.

(d) Applications for sign permits at locations which conflict with spacing requirements relating to the location of an expired or canceled sign permit will not be processed until the sign for which the expired or canceled permit was issued is removed, except for a sign permit being canceled as a condition for issuance of a new sign permit.

(3) Reduced Spacing on Interstates. For applications to be considered for a sign with between 1,000 feet and 1,500 feet of spacing from the nearest outdoor advertising sign along an interstate in accordance with Section 479.07(9)(c), F.S., in addition to the requirements of subsection (1) of this section, the applicant must submit:

(a) A copy of the local government adopted policy, ordinance, or other official document authorizing the placement of a new outdoor advertising sign along an interstate highway, in exchange for the removal of an existing sign from areas specifically designated by the local government; and,

(b) A copy of the agreement between the local government and the sign owner allowing such removal and replacement.

(4) Size. Each sign facing shall not exceed 30 feet in height. Each sign facing shall not exceed 60 feet in length. Advertising copy shall not exceed 950 square feet for all sign faces. Embellishments shall not extend more than five feet beyond the permanent sign face, and are included in any measurement of the height, width, or area of the sign facing.

(5) Number of Sign Faces. There shall be no more than two faces showing at one time for each sign facing.

(6) Location. Signs shall not be located in such a manner as to obscure or otherwise interfere with the effectiveness of an official traffic sign, signal, or device.

(7) Spacing. The distance between a proposed sign and the nearest permitted sign shall be measured along the edge of pavement of the main-traveled way from the location marked by the applicant to the location of the permitted sign. For signs that are permitted, but not constructed, the milepost location reflected in the permitted sign's application shall be used. Measurement along the edge of pavement shall be from a point perpendicular to a tangent on the edge of the main-traveled way nearest the location of the sign.

(a) For V-type, or back-to-back signs, to be considered one sign for spacing purposes, the sign facings must either be connected by the same sign structure or cross-bracing, or the sign structures must be not more than fifteen feet apart at their nearest point.

(b) Official signs, signs exempt from permitting under Section 479.16, F.S., and structures that are not permitted signs shall not be considered in determining compliance with spacing requirements.

(c) The width of any intersections will be included in the measured distance between signs. This distance is measured in a direct line from the points of intersection of the edges of the main-traveled way.

(d) No sign permit shall be issued for a sign to be located on the interstate highway system, which is outside the boundaries of an incorporated municipality and within 500 feet of an interchange, intersection at grade, or rest area. The distance shall be measured along the interstate in the direction leading away from the interchange, intersection at grade, or rest area beginning at the pavement widening of the exit from the main-traveled way, or at the end of pavement widening of the entrance to the main-traveled way. For the purposed of this subsection, all portions of an interchange between the points of pavement widening of the entrance and exit ramps of the same interchange shall be considered part of that interchange.

(e) When a sign or proposed sign is, or would be located within the controlled area and visible from any portion of the main-traveled way of more than one highway subject to the jurisdiction of the Department, pursuant to Section 479.07(1), F.S., the sign shall meet the permitting requirements of all highways, and be permitted to the roadway with the stricter controls.

(8) Sign Structure Height. The height of a sign structure shall be measured from the elevation of the crown of the main-traveled way to which the sign is permitted to the top of the highest sign face, excluding embellishments.

(9) Lighting. Signs shall not be illuminated by flashing, intermittent, or moving lights. Signs shall not be illuminated so that it interferes with the effectiveness of or obscures, an official traffic sign, device, or signal.

(10) Changeable messages – Signs may have an automatic changeable facing provided:

(a) The static display time for each message is at least six seconds;

(b) The time to completely change from one message to the next is a maximum of two seconds or, if messages are displayed digitally, the message must change instantaneously;

(c) The change of message occurs simultaneously for the entire sign face; and,

(d) All signs with changeable messages shall contain a default design that will ensure no flashing, intermittent message, or any other apparent movement is displayed should a malfunction occur.

(11) Outside an incorporated area, signs will not be permitted within 100 feet of the property line of a cemetery, public park, public reservation, public playground, or state or national forest. For schools and churches outside an incorporated area, signs will not be permitted within 100 feet of the outer edges of the primary building or primary building complex when the individual units of the complex are connected by covered walkways.

(12) Changes to Roadway Designations.

(a) A sign existing at a location which was not previously subject to the permitting requirements of Chapter 479, F.S., and this rule chapter, but has subsequently become subject to the requirements due to changes in the jurisdictional designation of highways, shall be granted a conforming or non-conforming state permit in accordance with the process outlined below:

1. The Department shall conduct an inventory of outdoor advertising signs on the highway section subject to jurisdictional change and, within 60 calendar days of the effective date of the proposed change, advise all affected sign owners and local governments that the change is being considered, the regulatory effect of the change, and when the change may become effective.

2. Upon approval of the jurisdictional change, the Department will provide a second notice to sign owners and local governments advising that the change in jurisdiction has become effective and that sign owners have 30 calendar days from receipt of the second notice to submit an application for a sign permit.

3. When the Department is unable to provide the advance notice referenced in paragraph (a), the Department will advise the affected sign owners that they have 90 calendar days from receipt of the notice, that the change in jurisdiction has become effective and to submit an application for a sign permit.

4. The sign owner shall submit a completed application as provided in above subsection (1) together with all items required pursuant to Section 479.07(3)(b), F.S. The written statement required by Section 479.07(3)(b), F.S., shall be any written document from the appropriate local governmental official indicating compliance with local requirements as of the date of the permit application. A previously issued building permit shall be accepted as the statement from an appropriate local governmental official, except where the local government has provided notice to the sign owner that the sign is illegal or has undertaken action to cause the sign to be removed. When a building permit is submitted as the statement of the local government, the applicant shall certify in the application that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed. If land use information is not provided in accordance with Section 479.024, F.S., but all other permit requirements are met, the Department shall classify the sign as non-conforming upon permit issuance.

(b) When a change in the designation of a highway removes that highway from the Department's regulatory jurisdiction, a notice will be provided to all permittees on the affected roadway informing them their sign is no longer subject to the Department's jurisdiction and their permit will not be renewed.

(c) When a controlled road, or any portion of a controlled road, is designated as a scenic highway or scenic byway pursuant to Section 335.093, F.S., new permits will not be issued for signs visible from the portion of the highway designated as a scenic highway or byway.

(13) Upon Department verification that an application meets the requirements of Chapter 479, F.S., and this rule chapter, the Department will issue an Outdoor Advertising Permit and a permit tag to the applicant.

(14) Posting of Tags. The permit tag issued by the Department must be posted at the sign site within 30 calendar days of issuing the sign permit and must remain in place at all times, whether or not a sign has been erected, or a previously erected sign has been removed. If a permit tag is lost, stolen, or destroyed, the permittee must apply to the Department for a replacement tag on Outdoor Advertising Permit Tag Replacement Request, Form 575-070-01, Rev. 06/15, incorporated herein by reference, at https://www.flrules.org/Gateway/reference.asp?No=Ref-05477 and shall include a replacement fee of $12.00 per tag.

(15) Changes made to the Department's inventory, maintained in accordance with Section 479.02(8), F.S., to reflect physical characteristics of a sign or sign facing existing at the time of an inventory update shall not create a waiver or constitute forgiveness of any violation of Chapter 479, F.S.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 339.05, 479.02, 479.04, 479.07, 479.106(5), 479.11, 479.24 FS. History–(Formerly part of Rule 14-10.04, Permits; 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-

10-77, 6-26-78, 12-31-78, 1-1-86, Formerly 14-10.04, Amended 7-7-92, 6-28-98, 8-10-99, 8-19-01, 1-25-04, 3-15-05, 12-31-06, 4-2-09, 10-3-10, 1-7-16.

14-10.00401 Administration of Outdoor Advertising Permits.

(1) Transfer of Permits. Requests to transfer a permit pursuant to Section 479.07(6), F.S., shall be submitted on an Outdoor Advertising Permit Transfer Request, Form 575-070-25, Rev. 10/15, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-06272.

(a) The recipient of the transferred permit shall certify that written permission from the landowner, or other person in lawful control of the sign site, to maintain the sign on the site pursuant to Section 479.07(2), F.S., has been secured.

(b) If a transfer of permit is made when the permit has been issued a notice of violation, or if a revocation proceeding is pending, the permit is subject to conditions existing at the time of transfer. The Department's approval of a permit transfer shall not constitute a waiver of rights on the part of the Department, nor shall a permit transfer in any way prohibit the issuance of a notice of violation, or preclude the Department from revoking the transferee's permit pursuant to Section 479.08, F.S., or this rule chapter.

(c) If a transfer of sign permit is made during the initial 270 days from the date of permit issuance, the permit transferee receives the sign permit subject to all conditions which were applicable to the original applicant.

(2) Cancellation of Permits. Permit cancellation notification must be submitted on Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 10/15, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-06273. All canceled tags must be returned to the Department with the certification, or otherwise be accounted for in writing.

(3) Conditional Permit Cancellation. When an applicant requests cancellation of one permit in order to obtain a new permit, the existing permit shall be canceled simultaneously with the issuance of the new permit. The Outdoor Advertising Permit Cancellation Certification incorporated in above subsection (2), and the Application for Outdoor Advertising Permit incorporated in subsection 14-10.004(1), F.A.C., shall be submitted simultaneously to the Department. If a new permit does not meet current permitting requirements and cannot be issued, the existing permit will not be canceled.

(4) Permits Canceled, or Not Renewed, in Error – Petition for Reinstatement. Pursuant to Section 479.07(8)(b), F.S., a petition for reinstatement of permits canceled, or not renewed, in error shall be submitted to the State Outdoor Advertising License and Permit Office. The petition must be in writing, list the affected permit(s), and shall certify that:

(a) The permit was canceled, or not renewed, in error by the permittee;

(b) The permit tag for the canceled or expired permit was returned to the Department or otherwise accounted for;

(c) The sign has not been disassembled; and,

(d) The local government has not declared the sign illegal or taken any other action to have it removed.

If the Reinstatement Petition is denied by the Department, a new permit may be issued for a sign only if the sign meets all current permitting requirements. The reinstatement fee is $300.00 per permitted sign.

(5) Reestablishment. Where the expansion or relocation of a transportation facility causes a sign to be located in the right of way, or within fifteen feet of the right of way, and the sign cannot be relocated pursuant to SectionS 479.15(3)(4) and (6), F.S., the permittee may reestablish the sign at a location that conforms with Chapter 479, F.S., and this rule chapter and meets all current requirements for permitting by submitting a completed Application for Outdoor Advertising Permit, incorporated in subsection 14-10.004(1), F.A.C. Initial application fees are not required with an application for reestablishment.

(6) Relocation. Where a Department project causes a sign lawfully permitted by the Department to be located in the right of way, the Department shall allow the relocation of the sign provided all requirements of Sections 479.15(3), (4), (5), and (6), F.S., are met. A sign relocation shall be by agreement between the permit holder and the Department. The sign permit will be amended to reflect the relocated location in the outdoor advertising database.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 479.02, 479.07, 479.15 FS. History–(Formerly part of Rule 14-10.004) New 1-7-16.

14-10.0041 Annual Renewal Billing – Licenses and Permits.

(1) All licenses and sign permits expire annually and shall be renewed pursuant to Section 479.07(8), F.S.

(2) Annual renewal of a license shall include the annual license fee, and the fees for all sign permits being renewed by the licensee. Acceptance by the Department of renewal fees for a suspended license or a sign permit against which a violation notice has

been issued, or which may be issued, shall not constitute waiver by the Department of any right to pursue remedies for the violation.

(a) Any of the following shall result in the return of submitted fees to the applicant, and shall constitute nonpayment:

1. Payment of renewal fees for any amount less than the amount shown as due on the Department's billing statement (or its adjusted billing statement prepared in response to a timely notice from the permittee of corrections, additions or deletions). When an overpayment of renewal fees is submitted, the Department shall accept the fees due amount as shown on the billing statement (or the adjusted billing statement), and provide for the issuance of a refund to the payor in the amount of the overpayment. Acceptance of payment in an amount greater than the amount due shall not constitute acceptance of renewal fees for sign permits which have been declared invalid.

2. Failure to return or provide an accounting for the nonrenewed sign permit tags on the Cancellation Certification.

3. Failure to submit complete transfer forms and transfer fees for any sign permits being transferred.

(b) Payment for sign permits being transferred at the time of permit renewal shall be submitted with the sign permit renewal payment, but must be in a separate payment instrument.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 479.02, 479.07 FS. History–New 6-28-98, Amended 8-19-01, 10-3-10, 1-7-16.

14-10.0042 Denial, Suspension, or Revocation of Licenses, and Denial or Revocation of Permits.

(1) If the Department intends to deny an application for a license or sign permit, deny reinstatement of a sign permit cancelled or not renewed in error, revoke a sign permit, or intends to suspend or revoke a license, the Department shall provide notice of the facts which warrant the action to the permittee. The written notice shall contain:

(a) A detailed statement of the facts or basis for the Department's action;

(b) The statute or rule relied upon;

(c) A statement that the applicant, licensee, or permittee has the right to an administrative hearing pursuant to Section 120.57, F.S.;

(d) A statement that the Department's action shall become conclusive and the final agency action and that the sign permit shall be denied or revoked, or the license shall be denied, suspended or revoked as indicated in the notice of intended action, if no request for a hearing is filed within 30 calendar days of receipt of the notice of the Department's intended action.

(2) If a licensee fails to renew its license, or its license is revoked, any sign permits owned by the licensee shall become subject to revocation, pursuant to Section 479.08, F.S.

Rulemaking Authority 334.044(2), 479.02 FS. Law Implemented 120.60, 479.05, 479.08 FS. History–New 6-28-98, Amended 10-3-10, 10-7-15.

14-10.0043 Outdoor Advertising License and Permit Fees.

(1) The annual fee for an Outdoor Advertising License is $300.00. Licenses expire on January 15 of each year. Licenses issued after October 1, shall not expire in the calendar year following the approval date.

(2) The annual permit fee for each sign facing is $71.00.

(3) Permit fees for the year in which application is made may be prorated by paying one-fourth of the annual fee for each whole or partial quarter remaining in that year. Applications received after September 30 must include fees for the last quarter plus fees for the following year. The fee schedule is based on the date the application is received by the Department as follows:

(a) January 16 through April 15: $71.00;

(b) April 16 through July 15: $53.25;

(c) July 16 through September 30: $35.50;

(d) October 1 through January 15: $88.75.

(4) All payment instruments must be made out to the Department of Transportation. Payment of fees may be made by cash, postal money order, bank draft, cashier's check, or a personal or business check. In the event a payment document is not honored for any reason by the bank on which it is drawn, a service fee of $15.00 or five percent of the amount payable, whichever is greater will be assessed. If an individual or company issues two checks to the Department which are not honored, no further personal or business checks will be accepted regardless of whether restitution has been made on previous checks.

Rulemaking Authority 334.044(2), 479.02(7), 479.07(3)(c) FS. Law Implemented 215.34, 479.04, 479.07 FS. History–New 1-25-04, Amended 4-2-09, 10-7-15.

14-10.005 Violations of Chapter 479 or Section 337.407, FS.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 337.407, 339.05, 479.02, 479.05, 479.07(1), (7), (9), (10), 479.08, 479.10, 479.11 FS. History–New 3-28-76, Amended 4-21-77, 12-10-77, 1-1-86, Formerly 14-10.05, Repealed 6-28-98.

14-10.0051 Zoned and Unzoned Commercial and Industrial Areas Along Interstate and Federal-Aid Primary Highways.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.05, 479.11 FS. History–New 8-7-86, Amended 6-28-98, Repealed 8-19-01.

14-10.0052 Zoning Enacted Primarily to Permit Outdoor Advertising Signs.

(1) "Comprehensively Zoned" means a county or municipal government has adopted ordinances or other laws pertaining to and designating the allowable uses of parcels within its jurisdiction, pursuant to and consistent with a comprehensive plan enacted in accordance with Chapter 163, F.S.

(2) If a parcel is in an area comprehensively zoned, the following criteria, including public records related thereto, shall be considered in determining whether such zoning is enacted primarily to permit signs:

(a) The land use or zoning designation provides for limited commercial or industrial activity only as accessory, ancilliary, or incidental to the allowable uses.

(b) The commercial and industrial activities, separately or together, are permitted only by variance or waiver.

(c) The parcel will not reasonably accommodate commercial or industrial uses pursuant to Section 479.024(2)(b), F.S., and the area surrounding the affected parcel is not predominantly commercial or industrial.

(d) The parcel is within, or surrounded by, a larger area with non-commercial/non-industrial allowable uses.

(e) The parcel is part of a larger strip of comprehensively zoned land that is parallel to the highway with no active commercial or industrial activities, and no existing formal plans for commercial or industrial development.

(f) The parcel has no access roads or dedicated access.

(3) No single factor in above subsection (2) is determinative of whether zoning is enacted primarily to permit signs. If a combination of factors indicates that the zoning is enacted primarily to allow signs in areas that do not have the attributes of a commercial or industrial area, the zoning will not be recognized for purpose of permitting signs.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 479.07(10), 479.024(2) FS. History–New 3-16-04, Amended 5-5-05, 10-7-15.

14-10.006 Permitting Criteria.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.07(9), 479.08, 479.11 FS. History–New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.06, Amended 12-26-95, 6-28-98, 8-19-01, 12-31-06, 10-3-10, Repealed 1-7-16.

14-10.007 Maintenance of Nonconforming Signs.

(1) A nonconforming sign must remain substantially the same as it was as of the date it became nonconforming.

(2) Reasonable repair and maintenance of nonconforming signs, including change of advertising message, is permitted and is not a change which would terminate the nonconforming status. Reasonable repair and maintenance means the work necessary to keep the sign structure in a state of good repair, including the replacement in kind of materials in the sign structure. Where the replacement of materials is involved, such replacement may not exceed 50% of the structural materials in the sign within any 24 month period. "Structural materials" are all those materials incorporated into the sign as load-bearing parts, including vertical supports, horizontal stringers, braces, bracing wires, brackets, and catwalks. Structural materials do not include the sign face, any skirt, any electrical service, or electric lighting, except in cases where such items have been incorporated into the sign as load-bearing parts. The following are examples of modifications which do not constitute reasonable repair or maintenance, and which constitute substantial changes to a nonconforming sign that will result in the loss of nonconforming status:

(a) Modification that changes the structure of, or the type of structure of, the sign, such as conversion of a back-to-back sign to a V-type, or conversion of a wooden sign structure to a metal structure;

1. The Department will authorize structural alterations to a nonconforming sign in instances where the Occupational Safety and Health Administration (OSHA) requirements or other safety related requirements necessitate alterations, provided that the reconstruction shall not be authorized primarily for the purpose of replacement of deteriorated materials. The Department will accept

a notice or other writing from OSHA or other regulatory body to the permittee requiring the intended alteration as documentation of safety requirements. If the structural alterations are intended to be made to comply with OSHA regulations, the permittee must submit to the Department a statement in writing citing the OSHA regulation with which it is intending to comply and explaining how the intended alteration is required by the cited OSHA regulation. If the structural alterations are required to be made to comply with building codes applicable to existing structures, the permittee must submit to the Department a statement in writing citing the specific requirement of the building code which the alterations are intended to meet. Structural alterations are allowed only if no alternatives are available which address safety requirements. Documentation of the requirements must be submitted to, and approved by, the Department prior to making any structural alterations. The location, structural configuration, number of faces, size of the sign faces, sign structure height, and the materials used in the sign structure and sign faces must be the same type as those used in the sign prior to approval of the alterations. Structural configuration means the physical arrangement of a sign whether arranged as a single-faced, V-type, back-to-back, side-to-side, or stacked sign. During the period of temporary removal for those approved structural alterations, the permittee must permanently display the permit tag at the sign location.

2. The addition of a catwalk or other fall protection device for safety reasons, where the device does not increase the structural integrity of the sign or prolong the life of the sign, is allowed without obtaining prior approval from the Department;

(b) Modification that changes the area of the sign facing or the HAGL of the sign, however:

1. Reduction in the area of the sign facing or the HAGL of the sign, which reduction is required by an ordinance adopted by a local governmental entity with jurisdiction over the sign, is not a change which would terminate the nonconforming status of the sign, provided like materials are used and no enhancements are made to the visibility of the sign.

2. Embellishments may be added to nonconforming signs subject to the limitations regarding size of sign facing, and provided they do not exceed 10% of the area of the sign facing prior to the addition of the embellishment;

(c) Modification that enhances the visibility of the sign's message, or the period of time that the sign's message is visible;

(d) Modification that adds automatic changeable faces; or

(e) Modification that adds artificial lighting, or changes the existing lighting such that the illumination to the sign facing is substantially increased.

(3) Prohibited modifications need not be physically part of the sign if they have the effect of enhancing the sign's message, the visibility of the message, or the period of time that the message is visible. However, in such cases, the modifications will not be considered a modification to the sign if:

(a) The modification is the result of removal, cutting, or trimming of vegetation in front of the sign pursuant to a permit for such removal, cutting, or trimming from the Department; or

(b) The modification only incidentally affects the visibility of the sign's message, and the bona fide purpose of the modification is unrelated to the sign.

(4) A nonconforming sign may not be disassembled, or in a state of being no longer erect and then re-erected at the same location except as provided in paragraph (5)(a), below.

(5) A nonconforming sign may continue to exist so long as it is not destroyed, abandoned, or discontinued. "Destroyed," "abandoned," and "discontinued" have the following meanings:

(a) "Destroyed" means more than 60% of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25% of the length above ground of each broken, bent, or twisted support. A sign will not be considered "destroyed" within the meaning of this section where the destruction is caused by vandalism or other criminal or tortious act.

(b) A nonconforming sign is "abandoned" or "discontinued" when a sign structure no longer exists at the permitted location or the sign owner fails to operate and maintain the sign for a period of 12 months or longer. Signs displaying bona fide public interest messages are not "abandoned" or "discontinued" within the meaning of this section. The following conditions shall be considered failure to operate and maintain the sign:

1. Signs displaying only an "available for lease" or similar message,

2. Signs displaying advertising for a product or service which is no longer available,

3. Signs which are blank or do not identify a particular product, service, or facility.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.07(9) FS. History–New 3-28-77, Amended 12-18-77, 1-1-86, Formerly 14-10.07, Amended 6-28-98, 8-10-99, 8-19-01, 11-27-07, 1-7-16.

14-10.008 Priorities.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 316.131, 316.135, 316.138, 339.05 FS. History–New 12-10-77, Formerly 14-10.08, Repealed 1-1-86.

14-10.009 Agreement Relating to Size, Lighting and Spacing of Signs Along Interstate and Federal-Aid Highways.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 479.02, 479.05, 479.20 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.09, Repealed 6-28-98.

14-10.016 Purpose.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.24 FS. History–New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.16, Repealed 6-28-98.

14-10.017 General.

Rulemaking Authority 20.50(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.17, Repealed 1-1-86.

14-10.018 Priorities.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.24 FS. History–New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.18, Repealed 6-28-98.

14-10.019 Compensation.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.24 FS. History–New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.19, Repealed 6-28-98.

14-10.020 Outdoor Advertising Sign Estimates.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 120.60, 339.05, 479.01, 479.02, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.20, Repealed 1-1-86.

14-10.021 Responsibilities.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.21, Repealed 1-1-86.

14-10.022 Documentation.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.22, Repealed 1-1-86.

14-10.023 Acquisition by Condemnation.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.23, Repealed 1-1-86.

14-10.031 Purpose.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.07(1), 479.10, 479.16, 479.17, 479.23 FS. History–New 12-10-77, Amended 2-25-82, Formerly 14-10.31, Repealed 1-1-86.

14-10.032 Scope.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.16, 479.17, 479.23 FS. History–New 12-10-77, Amended 2-25-82, Formerly 14-10.32, Repealed 1-1-86.

14-10.033 Advertisement.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.16, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.33, Repealed 1-1-86.

14-10.034 Processing Invoices and Proof of Publications.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.34, Repealed 1-1-86.

14-10.035 Information Bulletin and Inspection of Improvement.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.35, Repealed 1-1-86.

14-10.036 Sale for Removal of Signs and Paraphernalia.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.36, Repealed 1-1-86.

14-10.037 Contracts.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.37, Repealed 1-1-86.

14-10.038 Payments.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.38, Repealed 1-1-86.

14-10.039 Sales Contract Review and Approval.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.39, Repealed 1-1-86.

14-10.040 Extension of Contracts.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.40, Repealed 1-1-86.

14-10.041 Request for Payment on Contracts.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.41, Repealed 1-1-86.

14-10.046 Purpose.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.46, Repealed 6-28-98.

14-10.047 Jurisdiction.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241 FS. History–New 12-10-77, Formerly 14-10.47, Amended 6-28-98,

Repealed 11-30-11.

14-10.048 Definition.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241(2) FS. History–New 12-10-77, Formerly 14-10.48, Repealed 6-28-98.

14-10.049 Screening Criteria.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241(3), (4), (6), (7) FS. History–New 12-10-77, Amended 6-26-78, Formerly 14-10.49, Amended 6-28-98, Repealed 11-30-11.

14-10.050 Nonconforming Junkyards.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241(3) FS. History–New 12-10-77, Formerly 14-10.50, Amended 6-28-98, Repealed 11-30-11.

14-10.051 Violations.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241 FS. History–New 12-10-72, Amended 6-26-78, Formerly 14-10.51, Amended 6-28-98, Repealed 11-30-11.

14-10.056 Forms.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.24 FS. History–New 3-23-77, Amended 12-10-77, 1-1-86, Repealed 6-28-98.

14-10.057 Vegetation Management Application and Permit Issuance.

(1) Permit Required.

(a) No person or entity may remove, cut, or trim trees, shrubs, or herbaceous plants on the Department's right of way to make visible or to ensure future visibility of off-premise outdoor advertising signs without Department approval of an Application to Permit Vegetation Management at Outdoor Advertising Signs, Form 650-050-06, Rev. 10/20, which is incorporated herein by reference at http://www.flrules.org/Gateway/reference.asp?No=Ref-12483 and available electronically at http://www.osp.fdot.gov. For purposes of this rule, the use of chemical control constitutes removing, cutting, or trimming, depending on the impact on the tree, shrub, or herbaceous plant. The Application must be submitted to the State Outdoor Advertising Administrator, at the address referenced in subsection 14-10.0011(2), F.A.C., of this rule chapter or through the on-line portal. This rule does not apply to requests to trim or remove vegetation that screens signs that are not permitted by the Department pursuant to Section 479.07, F.S.

(b) An Application must be submitted by the outdoor advertising sign permit holder. A separate application is required for each sign facing. The vegetation management plan and mitigation appraisal (if required), shall be prepared by a Certified Forestor, an International Society of Arboriculture (ISA) Certified Arborist® with Advanced Training in Roadside Vegetation, or an individual with equivalent credentials from a nationally recognized arboricultural organization, or a Landscape Architect registered pursuant to Chapter 481, Part II, F.S.

(c) The Application Package shall contain the completed application and:

1. The applicant's vegetation management plan (plan) for a period of five years. The plan shall include a plan for removing vegetation within the view zone, cutting (removing or altering more than one quarter of any plant's height, spread, or density of branches), or trimming (the shaping or pruning of less than one quarter of any plant's height, spread, or density of branches). The plan shall be a graphic and written document that describes the removal, cutting, trimming, planting, fertilizing, mulching, irrigation, and desired condition and appearance of existing and proposed vegetation, including a plan for disposal of debris, and a schedule and description of the intended vegetation management method(s). All vegetation management proposed in the plan shall be in accordance with this rule and Rule 14-40.003, F.A.C.

2. Color photographs of the sign and entire view zone taken within six weeks prior to the application being made to the Department. The photographs and accompanying drawings must depict a clear representative overview of the vegetation to be removed, cut, or trimmed.

3. A photocopy of the qualifying credentials of the person preparing the vegetation management plan, and appraisal for

mitigation, if mitigation is required. If herbicides will be used, the application must include a photocopy of the applicator's license in three categories (core curriculum, right of way, and aquatic) by the Florida Department of Agriculture and Consumer Services.

4. An itemized appraisal of the mitigation value of vegetation to be removed, cut, or trimmed, if mitigation is required.

5. The application fee is $25.00. The application fee shall be a total of $200.00 for more than eight applications submitted simultaneously within the same Department District. If payment is by check, the fee submitted with an application must be paid separately from fees for other types of permits.

6. For a proposed sign or a sign originally permitted after July 1, 1996, designation of two permitted non-conforming outdoor advertising signs, comparable in size to the sign for which a vegetation management permit is sought, for permit cancellation and sign removal within 30 days of the Department's issuance of a Notice of Intent to Approve Vegetation Management at Outdoor Advertsing Sign.

(d) An approved Application to Permit Vegetation Management at Outdoor Advertising Sign will serve as a permit, and authorizes the permittee to remove, cut, or trim trees, shrubs, or herbaceous plants only as provided in the approved plan, and only within an established view zone, which will be determined as follows:

1. In accordance with Section 479.106(6)(a) and (b), F.S., a view zone is established beginning at a point on the edge of pavement perpendicular to the edge of the sign facing nearest the highway and extending in the direction of approaching traffic, unless an alternative view zone is agreed upon in writing between the sign permittee and the Department's District (Director of Operations) Maintenance Engineer or his/her designee in the District Office.

2. A sign facing shall have only one view zone, and only within the Department's right of way of the roadway to which the sign is permitted.

a. The view zone for a right-view sign (see Figure 2) is a four sided area with the critical dimensions of 350 feet for posted speed limits of 35 miles per hour or less, or 500 feet for posted speed limits over 35 miles per hour measured along the right edge of the nearest travel lane on the same side of the highway to which the sign is permitted.

b. The view zone for a left-view sign (see Figure 3) is a four sided area with the critical dimension of 350 feet for posted speed limits of 35 miles per hour or less or 500 feet for posted speed limits over 35 miles per hour is measured along the left edge of the nearest travel lane on the other side of the highway centerline.

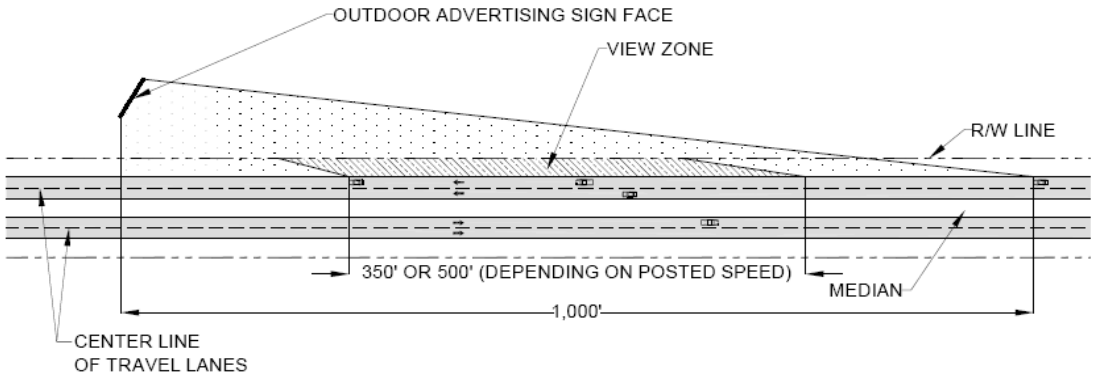

FIGURE 2
VIEW ZONE

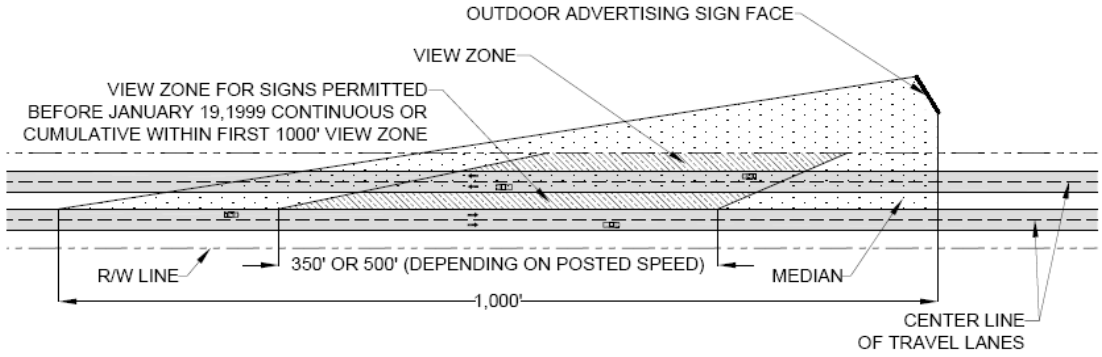

FIGURE 3
VIEW ZONE

c. Areas within the median will be approved for vegetation management zone only for left-read signs legally erected before January 19, 1999, and only as necessary to maintain the view of that sign across the median as it existed before January 19, 1999.

(e) An Application will not be approved:

1. For applications that are incomplete.

2. For vegetation control to enhance the view of an outdoor advertising sign which does not have a currently valid state permit.

3. For mowing (nonselective mechanical or chemical control of vegetation) of grass or other vegetation. Mechanical mowing, to a minimum height of 6 inches, will be permitted when no other means of vegetation management is practicable to control vegetation that screens or is likely to screen a sign face.

4. To remove, cut, or trim, vegetation that has established historic, cultural, economic, environmental, or aesthetic significance. Such vegetation would:

a. Form an important part of the setting or landscaping for an historic structure;

b. Possess historic significance through a direct association with an event or person important in history;

c. Contribute strongly to the historic character as well as visual appeal of an historic structure or district;

d. Screen historic structures or residential property from traffic congestion;

e. Serve as memorials;

f. Be directly descended from historically significant trees or plants;

g. Be listed on the National Register of Historic Places, the State Register of Historic Sites, or local historical registries;

h. Be the only vegetation in the immediate vicinity, such that removal would leave the area barren of any substantial trees;

i. Have reached an age, size, or shape that it is known to be a local landmark; or

j. Be in the immediate vicinity of a roadway that has been lined with trees for a lengthy period of time where removal of such vegetation would significantly diminish the “tree lined” character of the roadway;

5. To remove, cut, or trim trees, shrubs, or herbaceous plants that are protected by state law.

6. To remove, cut, or trim trees, shrubs, or herbaceous plants, when the Department has determined that the proposed vegetation management will significantly disrupt natural systems, roadside aesthetics, or have other negative impacts on the operation of the highway.

7. To create a new view zone by removing, cutting, or trimming existing vegetation for any sign originally permitted after July 1, 1996, unless the applicant removes at least two approximate comparable size nonconforming signs under valid permits issued pursuant to Section 479.07, F.S., and surrender the permits to the Department.

8. To remove, cut, or trim trees that have a circumference, measured at 4 1/2 feet above grade, equal to or greater than 70% of the circumference of the Florida Champion of the same species as listed in the Big Trees, The Florida Register, Florida Native Plant Society, 1997, which is available at many public libraries in Florida, and at on-line bookstores. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee, Florida.

9. To remove, cut, or trim trees, shrubs, or herbaceous plants in violation of Section 479.106(5), F.S. This applies to vegetation that is part of a beautification project, when the project was approved prior to the permitting of any sign originally permitted after July 1, 1996. For the purpose of this rule, beautification projects include landscape projects, mitigation projects, and restoration projects. For the purpose of this rule, a beautification project is approved when it is specifically identified in the Department’s five-year work program, or is a permitted landscape project, or is part of an executed agreement between the Department and a local government, or has been approved in writing by the Department for installation at a later date by a local government.

10. To remove, cut, or trim trees, shrubs, or herbaceous plants within the right of way of a roadway section to which a sign is not permitted, or proposed to be permitted, or to remove, cut, or trim trees, shrubs, or herbaceous plants within the right of way outside of the 1,000 feet view zone parameter in Section 479.106(6)(b), F.S.

(f) Applications will be reviewed and approved or denied within 60 days of receipt of a completed application. The Department will notify the applicant of any apparent errors or omissions and request any additional information within 30 days of the receipt of an application. When using the on-line portal, if a Request for Additional Information (RAI) is sent to the applicant and not responded to within 30 days, the application will become void.

(g) An approved Application (permit) is valid for the five year term of the proposed vegetation management plan.

(h) After approval, the permittee must give the Local Maintenance Engineer a minimum of two working days notification prior to all permitted vegetation management activity on the Department’s right of way, unless a different time period is listed as a special

condition of the permit.

(2) Renewal Applications.

(a) Permit holders are responsible to track the expiration date of the permit. When a permit has expired for over 30 calendar days, changes are proposed, or previous permit conditions were not met, a new complete Application is required to obtain a new permit. When a permit is about to expire, or has expired within 30 calendar days, the conditions of the previous permit have been met, and there are no proposed changes to the previously approved vegetation plan; only the following will be required from the applicant for the same location:

1. Cover letter to the Department State Outdoor Advertising Administrator indicating the applicant will adhere to the conditions of the original permit and vegetation management plan.

2. Copy of the previous application that shows the Department's approval.

3. Application fee.

4. Color photographs of the sign and the entire view zone taken within six weeks prior to the renewal request being made to the Department.

(3) Vegetation Management on the Right of Way.

(a) A copy of the entire approved application and vegetation management plan must be on site and available for review by the Department when vegetation management is in progress.

(b) All work performed pursuant to an approved application to permit Vegetation Management at Outdoor Advertising Sign shall follow the approved vegetation management plan.

(c) Chemical control of vegetation is limited to the use of United States Environmental Protection Agency approved selective herbicides. Foliar application of herbicides is limited to the control of invasive exotic plants.

(d) Within 10 working days after completion of the removal, cutting, or trimming of vegetation, a qualified individual, as described in paragraph (1)(b) above, must inspect the view zone and adjoining right of way, and submit written notification to the Department State Outdoor Advertising Administrator that the work is complete. The correspondence must indicate the extent and nature of any unauthorized removal, cutting, or trimming.

(4) Mitigation. An applicant shall mitigate in accordance with this rule chapter for the impact to vegetation from removal, cutting, trimming, or accidental damage of vegetation on the Department's right of way.

(a) Mitigation is required:

1. Where cutting or trimming of, or damage to vegetation permanently detracts from the appearance or health of trees (including palm trees), shrubs, or herbaceous plants, or where cutting and trimming of trees or shrubs is not done in accordance with the standards set forth in American National Standards for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning), ANSI A300 (Part 1) – 2008 Pruning, available at http://www.tcia.org. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee, Florida.

2. Where trees taller than the surrounding shrubs and herbaceous plants are permanently damaged or removed.

3. Where trees or shrubs of a species that are not likely to grow to interfere with the visibility of displays are damaged or removed.

4. Where trees or shrubs of a species that are likely to grow to interfere with the visibility of displays are trimmed improperly, permanently damaged, or removed.

5. Where herbaceous plants are permanently damaged.

(b) Where mitigation is necessary, the applicant will provide with the Application for Vegetation Management an appraisal prepared by a qualified individual as defined in above paragraph (1)(b) using the appropriate appraisal method found in Determining the Mitigation Value of Roadside Vegetation, Rev. 10/20, which is incorporated herein by reference at http://www.flrules.org/Gateway/reference.asp?No=Ref-12210. The appraised value of the vegetation to be cut and removed will be the required mitigation subject to Department verification of the completeness and accuracy of mitigation calculations.

1. The mitigation may be paid as a fee equal to the amount of the appraisal. Mitigation fees must be paid to the Department prior to approval of an Application.

2. As an alternative to the mitigation fee, the permittee may design and build a mitigation project equal to the appraised value, at an approved location within the right of way. Applicants must contact the District Landscape Architect when preparing to develop a mitigation plan. For mitigation projects, the applicant must submit a mitigation plan which, in addition to the requirements of this

rule, meets the requirements for landscape plans in Rule 14-40.003, F.A.C., to the Department for approval. Mitigation projects must be designed to avoid additional maintenance costs by the Department. The mitigation plan shall include a landscape plan, maintenance plan (including watering for establishment for a period of one year from the date of planting), and an estimated budget of all expenses to install, establish, and maintain the replacement vegetation. The value of the completed mitigation project must be equal to or greater than the appraised value of the cut and removed vegetation. When a mitigation project does not meet the required mitigation value, the balance is due to the Department as a mitigation fee. When the mitigation plan is approved, the applicant may proceed to construct the mitigation project. Failure to complete the mitigation project within six months after the vegetation is cut or removed will result in a penalty for unauthorized removal, cutting, or trimming as described in subsection (5) of this rule. The permittee is required, at the permittee's expense, to remove and replace any mitigation materials that have not survived in a healthy condition for the first full year after planting. The replacement materials shall be of like size and variety as the replaced material, or may be other material proposed by the permittee, and determined by the Department, to be more likely to survive. If the mitigation project is not restored to meet the permit requirements, the permittee is subject to enforcement of required mitigation and the penalty for unauthorized removal, cutting, or trimming.

(c) Mitigation is not required for the following activities:

1. Trimming limited to maintaining a plant's natural habit of growth, performed in accordance with professionally accepted arboricultural standards, cited in subparagraph (4)(a)1. of this rule.

2. Removal of immature trees that are no taller than the surrounding shrubs and herbaceous plants that upon their maturity are likely to interfere with the visibility of a permitted outdoor advertising sign.

3. Removal of invasive exotic plants as listed by the Florida Department of Agriculture and Consumer Services in rule Chapter 5B-57, F.A.C., Introduction or Release of Plant Pests, Noxious Weeds, Arthropods, and Biological Control Agents, and Rule 5B-64.011, F.A.C., Prohibited Aquatic Plants.

4. Removal of vegetation that is diseased, or structurally damaged through no fault of the applicant, beyond a point where restoration is practicable.

5. Cutting or removal of vegetation that the Department normally cuts or removes pursuant to its regular maintenance of the Department's right of way.

6. Removal of vegetation when the Department's roadway plans explicitly show that the vegetation will be removed as part of the clearing and grubbing for a construction project designed and included in the Department's five-year work program.

7. Removal or cutting of vegetation that was installed within a view zone after July 1, 1996, provided the sign was permitted prior to the installation of the vegetation.

(5) Unauthorized Removal, Cutting, or Trimming of Vegetation. Any person engaged in unauthorized removal cutting, or trimming of vegetation in violation of Section 479.106, F.S., or who benefits from such action, is subject to a penalty of $1,000 per incident per sign facing and shall provide mitigation as required by subsection (4). For purposes of this subsection, the application of any chemical compound that kills or injures a tree, shrub, or herbaceous plant constitutes removal, cutting, or trimming.

(6) Sunset. The Department intends to repeal the provisions of this rule on November 30, 2025, in accordance with the rulemaking requirements of Section 120.54, F.S., unless this rule is reviewed and determined to remain necessary prior to such proposed repeal.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(26), 337.405, 479.106 FS. History–New 1-19-99, Amended 2-7-02, 2-8-06, 12-24-08, Formerly 14-40.030, Amended 1-4-21.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, ECONOMIC DEVELOPMENT MANAGER
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW DOCUMENTS-BILLBOARD RECONSTRUCTION AGREEMENT AND RESOLUTION
CAO RLS FILE:	24-233
DATE:	JUNE 11, 2024

I have reviewed the above Request for Legal Services which asks the City Attorney's Office to review two documents:

(1) a Billboard Reconstruction Agreement between the City of Fort Pierce and All Digital All Day, LLC; and

(2) a City Commission Resolution authorizing execution of the Reconstruction Agreement.

I made a few minor corrections to both documents and updated the parties' contact information in Paragraph 4 of the Agreement with your consent. You may review my corrections and revisions in the Redline versions which are uploaded to AgendaQuick.

Exhibit B to the Agreement contained an outdated version of Florida Administrative Code Chapter 14. I uploaded a corrected Exhibit B which should be attached to the Agreement.

With the suggested changes and substitution of the new Exhibit B, the Agreement and Resolution are approved as to form and correctness. For your convenience, I uploaded "changes accepted" versions of both documents.

PLEASE NOTE: The Billboard Reconstruction Agreement together with its exhibits must be attached to the Resolution when it is presented to the City Commission.

If you have any questions about how to proceed, please do not hesitate to contact this office.

/ahd

City Commission Regular Meeting - 5:05 pm **13. e.**

Meeting Date: 07/01/2024

Re: Resolution No. 24-RXX - Rules of Procedure for Special Magistrate

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

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SUBJECT:

Resolution 24-R38 Amending the Rules of Procedure for Special Magistrate.

SUMMARY:

Amendments to the Rules of Procedure include:

- Updates to match revisions in Ordinance No. 24-012 - Nuisances
  - Providing for hearings before the Special Magistrate.
  - Providing how fines, costs and liens are assessed.
  - Providing for reductions of fines, costs and liens that were assessed.
- Updates to match revisions in Ordinance No. 24-013 - Code Enforcement
  - Expanding definitions.
  - Amending procedures for Special Magistrate proceedings.
  - Amending procedures for assessing fines and liens.
  - Amending procedures for reductions of fines and liens.
  - Clarifying procedures for initiating foreclosure of liens.

RECOMMENDATION:

Adopt the Resolution as presented.

ALTERNATIVES:

Amend the Resolution.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Community Response Director

COORDINATED WITH:

Building Department
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

24-R38
Exhibit A

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/20/2024 08:55 AM

Form Started By: Peggy Arraiz
Started On: 06/19/2024 08:48 AM
Final Approval Date: 06/20/2024

RESOLUTION NO. 24-R38

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **APPROVING AMENDMENTS TO THE RULES OF PROCEDURE FOR THE SPECIAL MAGISTRATE;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has previously established Rules of Procedure by which Special Magistrate hearings are conducted; and

WHEREAS, the City of Fort Pierce has adopted Ordinance No. 24-012 amending Chapter 24 titled Nuisances of the City's Code of Ordinances; and

WHEREAS, the City of Fort Pierce has adopted Ordinance No. 24-013 amending Chapter 1, Article II titled Code Enforcement of the City's Code of Ordinances; and

WHEREAS, the Rules of Procedure should be updated to ensure compliance with the changes in these ordinances, state statutes, or legal precedent.

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

SECTION 1. The Rules of Procedure for the Special Magistrate as outlined in "Exhibit A" are hereby ratified and adopted by the City of Fort Pierce.

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 but 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 be effective immediately upon final adoption by the Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of July, 2024.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
Sara Hedges, City Attorney

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

EXHIBIT A

Rules of Procedure for
Fort Pierce Special Magistrate Proceedings

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Part 1 – General Provisions

1.1 Scope of Rules; Citation

These Rules govern all proceedings involving the Special Magistrate for the City of Fort Pierce. These Rules may be cited as the "Fort Pierce Special Magistrate Rules of Procedure" and abbreviated as "Special Magistrate Rules."

1.2 Special Magistrate's Jurisdiction

The Special Magistrate shall have jurisdiction over proceedings initiated by the Community Response Department, the Building Department, and for all matters assigned to the Special Magistrate by the City Commission for the City of Fort Pierce pursuant to the Code of Ordinances of the City of Fort Pierce.

1.3 Authority and Amendment

(A) These Rules have been adopted by Resolution of the City Commission for the City of Fort Pierce and are intended to be supplemental to the Code of Ordinances of the City of Fort Pierce.

(B) These Rules may only be amended upon request of the City Attorney, the Special Magistrate, or the Department. Any such amendment shall not be effective until approved by the City Commission.

1.4 Interpretation; Conflict

These Rules shall be interpreted so as to be consistent with state law and local ordinances. In the event any provision of these Rules conflicts with any provision of State law or the Code of Ordinances of the City of Fort Pierce, these Rules shall be superseded by those authorities.

1.5 Definitions

Unless required otherwise by context, the following words shall have the meanings provided herein:

(A) Administration Costs mean charges, including those established by Resolution, that are assessed to assist with covering the actual administration of a case file by the City.

(B) Affidavit means a voluntary declaration of facts written down and sworn to by the declarant before an officer authorized to administer oaths.

(C) Code shall refer to the Code of Ordinances of the City of Fort Pierce, Florida, as amended.

(D) Fine means a financial penalty imposed by the Special Magistrate in a written order. Such fine may be a single fee or a fine that accrues for each day a violation continues past the date set for compliance.

(E) Lien means that an Order Imposing Lien has been signed by the Special Magistrate and recorded with the St. Lucie County Clerk of Court. In most cases, a Lien is recorded against both the property and against the property owner. Pursuant to Florida Statutes section 162.09(3), Liens attach to all properties within St. Lucie County also owned by the property owner.

(F) Days: Unless stated otherwise, when used herein, "days" means calendar days.

(G) Department shall mean either:

(1) The Community Response Department, as such Department may be hereafter renamed, for violations involving City Ordinances and the International Property Maintenance Code; or

(2) The Building Department, as such Department may be hereafter renamed, for violations of City Ordinances, the Florida Building Code, and the International Property Maintenance Code.

(H) Department Clerk means the Department administration personnel assigned to the Special Magistrate.

(I) Hard Costs include any expense or fee paid directly by the City to a vendor or third party, including recording fees.

(J) Massey Notice means a written notice to a Respondent that fines have been imposed due to noncompliance with a code enforcement order and providing twenty (20) days to contest the fines in writing and request a hearing, following which an Order Imposing Lien may be signed by the Special Magistrate and recorded with the St. Lucie County Clerk of Court resulting in a Lien.

(K) Nuisance Abatement Expense means the actual cost incurred by the City of having any nuisance condition abated or corrected by the City (lot clearing, securing building, demolition, etc.) as provided for in Chapter 24 of the Code.

(L) Order Determining Violation means a written order issued by the Special Magistrate finding a Respondent has violated the Code.

(M) Respondent means any owner, operator, responsible party, violator or alleged violator that is the subject of a code enforcement action.

(N) Special Magistrate is the person whose office is defined in Code Section 1-43.

Part 2 – Pre-Hearing Matters

2.1 Hearings

Hearings of the Special Magistrate shall be scheduled by the Department at a date, time, and place determined by the Department. The Department shall provide the Special Magistrate with reasonable notice of any such hearing.

2.2 Legal Representation; Representation by Agents

(A) The City Attorney's Office shall represent the City in all cases designated for hearing before the Special Magistrate.

(B) Respondents may be represented by an attorney at any proceeding subject to these Rules. Counsel must file a Notice of Appearance in substantially the form provided by the Department. At a minimum, Counsel must provide their bar number, address, phone number, email address, and must affirmatively state that they represent the Respondent and are authorized to speak on behalf of the Respondent.

Counsel's Notice of Appearance should be filed with the Department no later than ten (10) business days before the proceeding. In the event the notice is filed less than ten (10) business days before the proceeding, the Department may, in its sole discretion, continue or postpone the proceeding to the next available hearing date.

(C) Representation by Agent: Any agent appearing on behalf of a Respondent shall complete the form provided by the Department and deliver it to the Department Clerk at or before the hearing. At the hearing, agents shall be sworn in and shall state on the record their name, their relationship to the Respondent, and that they are expressly authorized by the Respondent to speak on the Respondent's behalf.

2.3 Stipulation in Lieu of Hearing

(A) The Department and Respondent may enter into a written stipulation prior to the hearing whereby there is agreement that the Respondent is in violation.

(1) For violation(s) that require time to cure, the stipulation shall include the time needed for compliance and the amount of the daily fine the Respondent agrees to pay in the event Respondent fails to comply within the agreed-upon time.

(2) For any violation in which a flat rate fee is assessed, the stipulation shall state the amount of the penalty and the time in which the penalty is to be paid.

(B) Stipulations must be signed by the Respondent or their agent and witnessed by the Department staff.

(C) Every Stipulation entered pursuant to this Subpart shall include the following Certification:

I certify that I am the person charged with the violation described in this stipulation or am an agent authorized to act on behalf of such person (copy of written authorization attached). I have read the stipulation, or its contents were explained to me, and I fully understand what it says, or any questions were answered to my satisfaction. I enter into this stipulation freely and voluntarily, without coercion or duress. I understand that I have a right to a hearing and voluntarily waive such right. I realize that I have a right to be represented by an attorney or was able to consult with an attorney and waive that right. I will contact the Department as soon as I am in compliance so that such compliance may be verified.

(D) Stipulations shall be filed with the Department Clerk whereupon an Order Approving Stipulation shall be entered thereon and signed by the Special Magistrate. The Stipulation shall be attached to the Order.

2.4 Ex Parte Communication with Special Magistrate Prohibited

The Special Magistrate shall not discuss the merits of any pending case with any person outside of the public proceeding wherein the case is scheduled to be heard.

2.5 Recusal and Disqualification of the Special Magistrate

(A) In the event one of the parties moves for, and establishes grounds for, the disqualification of the Special Magistrate, or in the event the Special Magistrate *sua sponte* determines there are grounds for recusal, the Department shall refer the case to a different Special Magistrate.

(B) Pursuant to Florida Statutes section 112.3143, the Special Magistrate shall not decide any case which would inure to the Special Magistrate's special private gain or loss, or which the Special Magistrate knows would inure to the special private gain or loss of any principal by whom the Special Magistrate is retained or to the parent organization or subsidiary of a corporate principal by which the Special Magistrate is retained, or which the Special Magistrate knows would inure to the special private gain or loss of a relative or business associate.

If recusal is required under this subpart (B), the Special Magistrate shall publicly state the grounds for recusal and, within 15 days thereafter, submit to the Department a completed Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers.

2.6 Transcript of Hearing

Pursuant to Florida Statutes section 286.0105, all Respondents are advised that if you or another person decide to appeal any decision made by the Special Magistrate with respect to any matter considered at its hearing, you or that person will need a record of the proceedings, and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

2.7 Witness Subpoenas

(A) Subpoenas for witnesses to appear at a Special Magistrate's Hearing may only be issued for testimony that is reasonably relevant to the charge.

(B) Any party may request the Special Magistrate to authorize the Department Clerk to issue a subpoena and the Special Magistrate may do so only if satisfied that the witness's anticipated testimony is reasonably relevant to the charge.

(C) Every subpoena shall be issued under seal of the City, shall state the action, and shall command each person to whom it is directed to attend and give testimony at a time and place therein specified.

(D) A copy of every subpoena issued by any party shall be delivered to the City Attorney.

(E) Subpoenas shall be served by process server at the expense of the issuing party. A copy of each subpoena served, along with proof of service, shall be filed with the Department Clerk no less than five (5) days before the proceeding.

(F) Subpoenas must be received by the witness no less than seven (7) days before the proceeding that the witness is commanded to attend.

(G) The Special Magistrate may quash any subpoena where the witness requests a protective order and states underlying facts that establish: (1) harassment; (2) that compliance will subject the witness to undue burden; or (3) that compliance will require the witness to travel more than 30 miles from their home or place of work.

(H) Upon request of either party or the witness, the Special Magistrate shall quash any subpoena not issued and served in compliance with this subpart.

2.8 Continuance of Hearing for Good Cause

(A) In the event there are circumstances constituting good cause for postponement of a hearing, the Respondent may file a written request for continuance with the Department on a form provided by the Department. The request must specify the underlying facts constituting good cause for postponement of the hearing with particularity.

(B) The request must be made within a reasonable time following the date the Respondent became aware of the circumstances which form the basis of the request.

(C) If the Department agrees with the request, it shall reschedule the hearing.

(D) In the event the Department does not agree to continue the hearing, the request shall be submitted to the Special Magistrate to determine whether there is good cause for the postponement which outweighs the public interest in proceeding with the hearing as originally scheduled. The Special Magistrate's decision will be made in chambers and promptly filed with the Department Clerk.

2.9 Request by Respondent to Appear by Telephone

(A) Respondents that are unable to attend a Special Magistrate hearing in person due to either a serious personal issue or residing out of state, proof of which must be provided, may request to attend the hearing telephonically.

(B) Respondents requesting to appear telephonically must strictly comply with the following provisions:

(1) The request must be in writing on the form provided by the Department.

(2) The request must be made at least seven (7) days prior to the hearing.

(3) The request must clearly state the reason Respondent is unable to attend in person.

(4) The request must explain the need for a telephonic appearance in lieu of a request for a continuance which would allow the Respondent to appear in person or through an agent.

(5) The Respondent must provide an email address and a phone number.

(C) If the request is granted by the Department, the Respondent must:

(1) Be available to answer the call on the date of the hearing during a 4-hour window; and

(2) Email any exhibits to the Department Clerk no later than three (3) business days prior to the hearing.

(D) Any Respondent permitted to appear by telephone assumes the risk of prejudice that may result from failing to be present in person.

(E) If there is an equipment failure on the part of the Respondent or if the Respondent fails to answer the call after two attempts, the proceeding will not be continued and the Special Magistrate will proceed with the hearing in its normal course, deeming the Respondent willfully absent from the hearing.

Part 3 - Hearings

3.1 Emergency Proceedings

Pursuant to Florida Statutes section 162.06(4), if the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, the Department shall make a reasonable effort to notify the Respondent and may request the Special Magistrate hold an emergency hearing to address the condition.

3.2 Regular Hearings - Order of Business

Cases will be called in the order in which they appear on the agenda for that day, except that the Special Magistrate may take cases out of order as appropriate.

3.3 Conduct of Hearings

(A) Pursuant to Florida Statutes section 162.07(1), minutes shall be kept of all Special Magistrate proceedings and all hearings and proceedings of the Special Magistrate shall be open to the public. There is no provision for comments from the public during the hearing.

(B) All testimony shall be under oath and shall be recorded.

(C) Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(D) Pursuant to Florida Statutes section 120.569(2)(g), the Special Magistrate may act to exclude irrelevant, immaterial, or unduly repetitious evidence, but all other 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 trial in the courts of Florida.

(E) The Special Magistrate shall first take testimony and evidence from the Department in support of the charge. Next, the Special Magistrate shall take testimony and evidence from the Respondent in opposition to the charge.

(F) Each side may present witnesses and both sides shall have a right to cross-examine any witness under oath.

(G) Any member of the public desiring to testify may be recognized by the Special Magistrate upon demonstrating direct knowledge of the facts of the case and a special or unique interest in the outcome that is different in kind and degree from other members of the community at large. Such testimony shall be under oath, and subject to cross-examination.

(H) The Special Magistrate may question any witness and may call any witness believed necessary.

(I) The Special Magistrate may continue a hearing in the interest of justice, should there be a determination that further information is necessary from either party, whereupon there shall be declared a date certain for continuation of the proceeding. A hearing shall not be continued for the Respondent to comply the violation unless the Department agrees to such a continuance, and the Special Magistrate determines it is in the best interest of the City to do so.

(J) At the conclusion of the hearing, the Special Magistrate shall issue findings of fact, based on evidence of record, and conclusions of law, and shall issue an order affording the proper relief consistent with the powers granted by State law and the Code.

Part 4 – Post Hearing Matters

4.1 Extensions of Compliance Date

(A) Requests for Extension of time to comply with an Order shall:

(1) be in writing in substantially the form provided by the Department; and

(2) be received by the Department prior to the compliance date.

(B) Discretionary Extensions by the Department

(1) The Department may, within its discretion, give a Respondent additional time to comply with the Special Magistrate's order.

(2) Extensions by the Department under this Rule may not exceed ninety (90) days from the original compliance date.

(C) Special Magistrate's Extension

(1) If the Department denies a request for an extension made under Special Magistrate's Rule 4.1(B), or if the Respondent is unable to comply within an extended time frame granted by the Department, the Respondent may request an extension from the Special Magistrate.

Special Magistrate's Extensions may only be granted where extenuating circumstances prevent compliance, such as, but not limited to, financial or serious personal issues.

(2) Testimony and evidence shall be limited to the extenuating circumstances alleged by the Respondent that prevent compliance with the original order (including any prior extensions of the original order).

(3) At the close of the evidence, the Special Magistrate shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with the powers granted by State law and the Code.

(4) The Special Magistrate's ruling shall be reduced to writing and a copy of the Order on Request for Extension shall be mailed to the Respondent through Regular Mail.

4.2 Appellate Review of Special Magistrate Orders

(A) Pursuant to Florida Statutes section 162.11, "an aggrieved party, including the local governing body, may appeal a final administrative order of the Special Magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed."

(B) Appeals of Special Magistrate Orders are governed by the Florida Rules of Appellate Procedure.

(C) An appeal does not automatically stay enforcement of the appealed order. Requests for stays pending appellate review are governed by Florida Rule of Appellate Procedure 9.310.

4.3 Motion for Relief from Judgment

(A) Florida Rule of Civil Procedure 1.540 shall govern Motions for Relief from Judgment due to mistake, inadvertence, excusable neglect, newly discovered evidence, fraud, etc.

(B) At the discretion of the Special Magistrate, a timely-filed Motion for Relief from Judgment may be granted or denied in chambers or may be considered at a regularly scheduled hearing with notice to the parties.

(C) A Motion for Relief from Judgment does not toll the time for filing an appeal.

Part 5 – Non-Compliance; Fines; Liens

5.1 Assessment of Fines on Non-Compliance;

(A) Affidavit of Non-Compliance: In the event the Department finds that the Respondent has not timely complied with an Order Determining Violation, either within the time originally ordered or as extended

pursuant to these Rules, the Department shall prepare an Affidavit of Non-Compliance detailing and documenting the non-compliance and submit it to the Special Magistrate for review.

The Special Magistrate shall review the Affidavit of Non-Compliance to determine that the amount of the fine as ordered in the Order Determining Violation is reasonable. Pursuant to Florida Statutes section 162.09(2)(b), when determining the reasonableness of the fine, the Special Magistrate shall consider the following items:

(1) The gravity of the violation;

(2) Any actions taken by the Respondent to correct the violation; and

(3) Any previous violations committed by the Respondent.

Upon notification from the code inspector that the Respondent failed to timely comply with an Order Determining Violation and upon finding that the amount of the fine is reasonable, the Special Magistrate shall issue an Order Assessing Fine.

(B) Notice of Fine (Massey Notice): Upon an Order Assessing Fine being signed by the Special Magistrate, the Department shall send a Massey Notice to the Respondent providing notice of the fine, the amount of the fine, and that a Lien may be imposed. The Respondent will be advised that they have twenty (20) days to request a hearing at which the Respondent will have the opportunity to challenge the Affidavit of Non-Compliance, the fine, and the resulting Lien.

In nuisance abatement cases, an invoice for the abatement that was performed by the City or City vendor to bring the property into compliance shall be sent to the property owner. Such invoice shall serve as the Massey Notice and shall contain appropriate language advising the Respondent that they have twenty (20) days to request a hearing at which the Respondent may contest the Affidavit of Non-Compliance, the amount of the fine and/or invoice amount and the resulting Lien.

(C) If any Respondent does not request a Massey Hearing, or fails to appear for the scheduled Massey Hearing, the Department will submit the case to the Special Magistrate for issuance of an Order Imposing Lien.

5.2 Contesting Fines; Massey Hearing

(A) If a written request contesting fines is received by the Department that complies with the Massey Notice, a Massey Hearing shall be scheduled before the Special Magistrate. Notice of the hearing shall be sent to the requesting party no later than fourteen (14) days prior to the hearing date. Such notice shall include the date, time, and location of the hearing.

(B) A Massey Hearing is not a re-hearing, and the validity of the violation(s) is not at issue. In determining the appropriate amount of the fine, pursuant to Florida Statutes section 162.09(2)(b) the Special Magistrate shall consider:

(1) The gravity of the violation(s);

(2) Any actions taken by the Respondent to correct the violation(s); and

(3) Any previous violations committed by the Respondent.

(D) At the conclusion of the hearing, the Special Magistrate shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted by State law and the Code.

(E) Failure of a requesting party to attend the scheduled Massey Hearing is considered a waiver of the request and the Department may proceed pursuant to Special Magistrate Rule 5.1(C).

5.3 Imposing Lien

(A) The Order Imposing Lien shall authorize the City Attorney or a designee to initiate foreclosure proceedings if the Lien remains unpaid after three months from filing and all legal requirements for foreclosure have been met.

(B) A certified copy of the Order Imposing Lien shall be provided by the City Clerk and pursuant to Florida Statutes section 162.09(3) "may be recorded in the public records and thereafter shall constitute a Lien against the land on which the violation exists and upon any other real or personal property owned by the violator."

5.4 Lien Reduction Requests

Pursuant to Code Section 1-80, Liens imposed may qualify for a reduction if the requirements set forth by this Rule are met; however, there is no guarantee a reduction will be granted of any Lien that was legally placed upon the person or property.

The requesting party is responsible for determining the method in which the reduction is processed. Once the request has been properly submitted and a determination made, no secondary or supplemental request will be considered.

(A) Requirements for All Lien Reduction Requests: All requests to reduce a Lien imposed by the City must meet the following requirements:

(1) The request must be in writing on a form provided by the Department;

(2) The applicable fee as set by City Resolution must accompany the Lien Reduction Request;

(3) The request must include a statement or explanation as to why the City should consider the request for reduction, including a narrative with any supporting documentation to be considered in furtherance of such request;

(4) The request must be made by the owner. If the request is made by any other interested party, written proof of permission to act on behalf of the owner must be provided on a form provided by the Department;

(5) A copy of the deed showing title transfer to the current owner must be provided. If the Lien encumbered the property when the current owner acquired title, and the property was conveyed to the owner via Special Warranty Deed or Warranty Deed, the owner must provide proof of their attempt to have the guaranteeing party take responsibility for the debt without success; and

(6) The property receiving the benefit of a Lien reduction is in compliance with the City of Fort Pierce's Code of Ordinances.

(B) Administrative Review by the Department of Lien Reduction Request:

(1) The Department has the authority to process a Lien reduction request and submit a Release of Lien to the City Manager for signature without the need for a hearing if any of the following conditions are met.

(a) The amount of the settlement for a property zoned residential with less than four (4) dwelling units is $5,000 or more and is payable in less than 30 days; or

(b) The amount of the settlement for a property either zoned residential with four (4) or more dwelling units, zoned commercial, or zoned industrial is $10,000 or more and is payable in less than 30 days; or

(c) The settlement is based upon the receipt of excess tax sale proceeds that have been received by the City and respectively cover the Administration Costs incurred; or

(d) For partial releases, the amount of the settlement is equal to 4% of the Lien to be released or $2,500.00, whichever is greater and is payable in less than 30 days; or

(e) The amount of the settlement for Nuisance Abatement Liens is equal to or greater than the Hard Costs for service plus 50% of the interest, penalties, and administration fees assessed by the City and is payable in less than 30 days.

(2) If one of the above conditions is met and the Department agrees to administrative review and reduction of the Lien, the Department and requesting party shall enter into an agreement to settle the Lien reduction. Any signed agreement between the requesting party and the Department to settle the Lien reduction shall constitute a waiver of hearing by the Special Magistrate by both parties.

(3) If the Department believes additional review of a Lien Reduction Request is in the best interest of the City, the Department may decline the Requestor's application for administrative review and forward the matter for a hearing before the Special Magistrate.

(C) Special Magistrate Review of Lien Reduction Request

(1) If the requesting party chooses not to waive his or her right to a hearing, or the Department has determined the request requires additional review, the Department shall schedule a hearing of the request before the Special Magistrate, with notice to the requesting party no later than fourteen (14) days prior to the hearing date.

(2) The Hearing on Lien Reduction Request shall not be a hearing de novo of the original case but shall be limited solely to the issue of whether the Lien assessed should be reduced. The burden of proof shall be on the requesting party to show good cause for reducing the Lien.

(3) The Department shall make the initial presentation to the Special Magistrate. Such presentation shall include, but is not limited to, the facts of the case, the total amount due to the City, a breakdown of the Administration Costs for processing the case, and any information available to the Department to support the Special Magistrate's review of the reduction criteria.

(4) The requesting party may make a presentation through both oral testimony and submitted evidence to the Special Magistrate detailing the reason for the reduction request.

(5) After hearing testimony and reviewing the evidence presented by both parties, the Special Magistrate shall make a determination based upon consideration of the following criteria:

(a) Whether the requesting party is the person responsible for the original violation that resulted in the Lien;

(b) Whether the requesting party has established the existence of extenuating circumstances that prevented timely compliance and/or any extenuating circumstances that support the reduction below the minimum administrative review amounts provided in Special Magistrate Rule 5.4(B)(1);

(c) Whether there is a current code enforcement action on this property or any other property under common ownership;

(d) The type and number of Lien reductions granted for this property or any other property under common ownership in the past 24 months; and

(e) Whether granting of the reduction is in the best interest of the City.

(6) If the Special Magistrate determines that the request for reduction is to be approved, the following conditions must be met:

(a) For Nuisance Abatement Liens, the reduced amount is no less than the amount sufficient to cover the Hard Costs for services plus Administration Costs, which must include all mailing and recording

fees plus any additional costs or fees as may be necessary to cover the processing of the case. If foreclosure proceedings have been initiated, all costs associated with the process must be included in the reduced amount.

(b) For all other Liens, the reduced amount is no less than an amount sufficient to cover the Administration Costs for processing the case.

(c) The standard time to pay the reduced amount is sixty (60) days but may be extended up to twelve (12) months if sufficient evidence to support the extension is provided by the requesting party. In no event shall the time to pay exceed twelve (12) months.

(d) The requesting party shall be solely responsible for ensuring the total amount due is paid within the time frame provided. The City will not establish a payment plan for the requesting party, however partial payments will be accepted.

(e) Failure to pay the reduced amount in the time ordered will result in the amount of the Lien reverting to the amount presented to the Special Magistrate for reduction plus any interest and penalties that were held in abeyance, and interest and penalties shall resume accruing.

(7) Failure of a requesting party to attend the scheduled Lien Reduction Hearing is considered a waiver of the request and the Department may ask that the Special Magistrate dismiss the request.

(8) An aggrieved party who wishes to further their request for a Lien reduction may appeal the decision of the Special Magistrate to the City Commission. The appeal must be filed with the City Clerk within thirty (30) days of the execution by the Special Magistrate of the Order on Lien Reduction Request.

(a) The appealing party must submit a written notice of appeal together with the appeal fee as established by Resolution. Appeal fees shall not be reduced, waived, or refunded.

(b) The notice of appeal shall state the decision that is being appealed, the date of such decision, the grounds for the appeal, and a brief summary of the relief which is sought. Any materials the appealing party wishes to be considered in support of their appeal must be attached to the notice of appeal as additional evidence may not be introduced at the Commission meeting.

(c) The decision of the City Commission shall be final.

Part 6 - Foreclosure

6.1 Authority to Foreclose

In accordance with Florida Statutes section 162.09(3) and Code Section 1-77(4), after three (3) months from the filing of a Lien which remains unpaid, the City may foreclose on the Lien.

6.2 Department Review of Foreclosure Criteria

(A) The Department shall determine if a Lien qualifies for foreclosure action by confirming:

(1) the property is not homesteaded;

(2) all notice requirements have been met;

(3) the owner was provided the opportunity to be heard prior to imposition of the Lien;

(4) the Lien remains unpaid; and

(5) a tax deed sale is not pending for the property.

(B) If the Department finds the Lien qualifies for foreclosure, an Affidavit attesting to these actions shall be placed in the file.

6.3 Notice of Intent to Foreclose

If a Lien qualifies for foreclosure, the Department shall issue a Notice of Intent to Foreclose.

(A) The Notice of Intent to Foreclose, together with a copy of all Liens included in the foreclosure, shall be provided to the property owner through the use of a process server. If the process server is unable to serve the owner, the Notice of Intent to Foreclose shall be provided to the property owner in the following manner:

(1) Via Regular Mail and certified mail, return receipt requested; and

(2) by posting a copy at the property.

(B) The Notice of Intent to Foreclose will provide the owner thirty (30) days to resolve any outstanding Liens. If the outstanding Liens are not resolved within thirty (30) days after the Notice of Intent to Foreclose is received by an owner, the Liens may be referred to the City Attorney or their designee to commence foreclosure proceedings.

Part 7 – Floodplain Management Appeals and Variances

All requests for appeals and requests for variances of the City's Floodplain Management Ordinance must meet the following requirements:

(A) The request must be in writing on the form provided by the Department.

(B) The request must be made by a person aggrieved by the decision or determination made by the floodplain administrator in administration of the City's Floodplain Management Ordinance.

(C) The request must include a statement or explanation as to why the City should consider the request for appeal or variance including a narrative with any supporting documentation to be considered in furtherance of such request.

(D) There shall be established an application fee of $500.00 for all requests for Floodplain Management appeals and variances. Such fee shall be paid at the time of submittal of the request. Application fees shall not be reduced, waived, or refunded.

(E) Upon receipt of a request, a hearing shall be set before the Special Magistrate. Notice of the hearing and the procedures of the hearing shall follow the Code and these Rules.

(Revised July, 2024)

SPECIAL MAGISTRATE RULES OF PROCEDURE

June 26, 2024

RULES OF PROCEDURE SUMMARY



Part 1 – General Provisions – minor revisions including adding several new definitions.



Part 2 – Pre-Hearing Matters – minor revisions adding rules related to hearing transcripts and providing for telephonic hearings.



Part 3 – Hearings – minor revisions expanding/clarifying conduct of hearings.



Part 4 – Post Hearing Matters – minor revisions clarifying extensions of compliance date.



Parts 5 – 6 – Major Amendments.



Part 7 – Floodplain Management – no changes.

PART 5 – NON-COMPLIANCE; FINES; LIENS

MINOR AMENDMENTS WITH CLARIFYING LANGUAGE



Section 5.1 – Assessment of Fines on Non-compliance provides the process for:

The determination that a property is not in compliance.

The Special Magistrate to issue an Order Assessing Fine.

Notice to the property owner of the fine, the amount, and the right to be heard.



Section 5.2 – Contesting Fines; Massey Hearing provides the process for:

A hearing in which the property owner may contest the findings of non-compliance and/or the amount of the fine.

The way the Special Magistrates determines the amount of the fine.



Section 5.3 – Imposing Lien provides for:

Included language is a notice that if not resolved the City may foreclose.

PART 5 – LIEN REDUCTIONS

- Section 5.4 – Lien Reduction Requests – amendments include:
  - Conforming with Code Section 1-80 (just adopted), liens "may qualify" for a reduction but there is no guarantee a reduction with be granted.
  - The property receiving the benefit of the lien reduction must be in compliance before a reduction request will be accepted.
  - Partial releases (removal of a property from a spreading lien) requires a settlement amount of 4% of the lien or $2,500, whichever is greater.
  - Reduction criteria to be considered by the Special Magistrate have been updated to include:
    - Is the requesting party the one responsible for the lien?
    - Are there extenuating circumstances to be considered?
    - Is there current code enforcement action on any property under common ownership?
    - The type and number of lien reductions granted prior?
    - Is the reduction in the best interest of the City?

PART 6 - FORECLOSURE



- Minor Amendments including:
  - Updating code references to newly adopted Chapter 1 revisions.
  - Requiring a check to see if property is scheduled for tax deed sale prior to initiating a foreclosure action.
  - Continues to require the City's Intent to Foreclose notice to be sent via a process server, but provides additional service requirements if the process server is unable to provide service including:
    - Send the notice through both certified mail and regular mail; AND
    - Posting a copy of the notice at the property.

CODE ENFORCEMENT PROCESS

Notice of Violation (NOV) –

- Sent to all parties including the property owner, tenant(s), registered agent, heirs, attorneys, etc.

Notice of Hearing (NOH) –

- Sent by certified mail to all parties.
- If the green card is not returned/returned unsigned, a copy of the NOH is sent regular mail (all parties).
- If the green card for the owner is not returned/returned unsigned, a copy of the NOH is posted at the property.

Order Determining Violation (ODV)

- Sent to the owner and any additional party that was recognized at the hearing.

Massey Notice (Notice of Fine)

- Sent to the owner and any additional party that was recognized at the hearing.

Notice of Lien

- Sent to the owner and any additional party that was recognized at the hearing.

NUISANCE ABATEMENT PROCESS

Notice of Hearing (NOH) & Notice of Violation (NOV) –

- Sent by certified mail to all parties including the property owner, tenant(s), registered agent, heirs, attorneys, etc.
- A copy of the NOH & NOV are posted at the property.
- If the green card is not returned/returned unsigned, a copy of the NOH & NOV is sent regular mail.

Order Determining Violation (ODV)

- Sent to the owner and any additional party that was recognized at the hearing.

Massey Notice (Notice of Fine)

- Sent to the owner and any additional party that was recognized at the hearing.

Notice of Lien

- Sent to the owner and any additional party that was recognized at the hearing.

Questions?

City Commission Regular Meeting - 5:05 pm **15. a.**

Meeting Date: 07/01/2024

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

Highwaymen Museum flyer

Form Review

Form Started By: Jennifer Robinson Started On: 06/24/2024 09:08 AM

Final Approval Date: 06/24/2024

CITY MANAGER'S REPORT



FORT PIERCE, FL
THE SUNRISE CITY

JULY 2024

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COVER PHOTO:
Stars Over St. Lucie 2023
by MaryAnn Ketcham



Fort Pierce's Community Garden: Grow, Share, and Beautify Together



Summer Clean Up Party - June 2024

The Community Garden for the City of Fort Pierce is a green space located at 424 N. 9th Street. This community garden offers a secure and enjoyable space where residents, kids, and local organizations can gather to share gardening knowledge, enhance the community's quality of life, and beautify the neighborhood. Here, you'll have the chance to grow your own fresh fruits and vegetables while connecting with your community.

The garden is more than just a place to plant seeds; it's a hub of activity and learning. Clean-up parties are regularly organized, providing opportunities for community members to come together to plant, weed, clean, and enhance the garden. These events are not only beneficial for the garden but also serve as a great way to bond with neighbors and contribute to the community's well-being.

Interested in joining the Community Garden? Plot applications are available on the Fort Pierce Community Garden webpage. Both individual and organizational plots are offered on a first come, first served basis, making it easy to get started. The city's Community Garden program is designed to support you throughout the gardening season, ensuring you have a successful harvest. Best of all, you get to keep everything you grow!

For more information, you can reach out to Kimberlee Henton, Community Resources Specialist, at 772.742.9833 or khenton@cityoffortpierce.com.

Whether an experienced gardener or a beginner, all are welcomed to join the Community Garden at Fort Pierce. It's a wonderful way to spend time outdoors, learn new skills, and enjoy the fruits of your labor. Don't miss the chance to be part of this thriving community initiative.

For more details, visit the Fort Pierce Community Garden webpage and start your gardening journey today!







Indian Hills Golf Course

Summer has been a game-changer for our golf course, thanks to Mother Nature's generous rain showers every afternoon coupled with higher temperatures in June. These natural elements have been instrumental in our weekly course maintenance. The fairways and tees have received much-needed hydration, creating an ideal environment for growth and repair.

In early May, we aerated all the greens and spiked the fairways and tees for the first time this summer. The results have been outstanding, with the greens responding exceptionally well. We plan to aerate them again in early September to maintain their health and playability. Additionally, the organic liquid fertilizers applied to the fairways have significantly boosted their condition and will be crucial for our long-term success.

To ensure a smoother ride for golfers, we've been top dressing several uneven areas on the front nine. This process not only improves the playing surface but also enhances the overall aesthetic of the course. Despite the considerable progress, we recognize that there is still a lot of work to be done. However, the strides we've made in the past year are promising.

Financially, this year has been remarkable for us. As the golf course conditions continue to improve, so do our rounds and revenue. We are approximately 5,000 rounds ahead compared to the same nine-month period last year. With only three months left in this fiscal year, we are on track to achieve our best year in a long time.

Word of mouth remains our most effective form of advertising. If you've played here and enjoyed the improvements, please share your experience with friends and family. Conversely, if there's something we can improve upon, we encourage you to tell us directly. Your feedback is invaluable as we strive to enhance our golf course continually.

We extend our heartfelt thanks to all our members and guests for their ongoing support. To keep up with our latest updates and maintenance projects, please "Like" and "Follow" us on Facebook and Instagram. We post almost daily updates to keep our community informed and engaged.

	APRIL 2024	MAY 2024
Golf Rounds	4,583	2,776
Golf Fees	$134,432.05	$68,266.08
Range Tokens	$3,323.28	$2,562.11
Membership Fees	$2,162.14	$908.12
Food & Beverages	$12,030.61	$7,867.46
Merchandise	$6,148.32	$4,554.38
TOTAL	**$158,096.40**	**$84,158.15**



Ohio Avenue (US Highway 1 to 11th Street)

Phase 1 (Sunrise to 11th Street) remaining work includes the last lift of asphalt, final striping, and installation of the ADA detectable warnings at the 11th Street crosswalk.

Phase 2 (US 1 to Sunrise) potable water, sanitary sewer, and drainage construction have been completed. Contractor is currently installing the Type "F" curb and gutter along with constructing the 6' wide concrete sidewalks. The proposed roadway improvements include new drainage, potable water, and sanitary sewer collection systems along with a new roadway, curb & gutter, sidewalks, streetlighting, and limited landscaping. Construction completion September 2024.



Phase 2 Sidewalk



Phase 2 Curb & Gutter

SUN Trail Highwayman Trail Gap (Indian Hills Drive to Georgia Avenue)

The City has received bids for construction and has provided a recommendation to FDOT. The lowest responsive and responsible bid amount was $2,061,228.40. The current construction agreement provides $1,200,000. Staff has requested $800,000 in additional funding from FDOT but have not received confirmation on those funds. Staff is still coordinating with FEC for an amendment to our existing lease agreement for access to property near Indian Hills Drive. A Revised Easement is under review for a parcel at the northern end of the project at the intersection of Georgia Avenue and South 3rd Street.



Comprehensive Safety Action Plan

The City has received $240,000 in federal funding from the Safe Streets and Roads For All Program (SS4A) to develop a Comprehensive Safety Action Plan. This plan will identify and prioritize low-cost safety improvements throughout the City. Involvement from various stakeholders is anticipated as the Action Plan is developed. A Notice to Proceed was issued to the Consultant on June 18, 2024, with the project to officially kick off in July 2024.

Frances Avenue Roadway Improvements

A recommendation to award to PRP Construction Group, LLC will be on the July 1st City Commission meeting consent agenda. The work associated with this roadway improvement project includes drainage improvements, water main installation, utility adjustments and roadway restoration.



Former JC Penney Parking Lot

Staff is preparing construction documents to advertise for bids. The City anticipates advertising the project in July 2024.

Avenue D and Means Court Public Parking Lot

Awaiting receipt of executed contract with the low bidder, Close Construction Services, so a Notice to Proceed may be issued. Construction commencement is anticipated in September 2024.

Nebraska Avenue Sidewalk (Lawnwood Circle) Phase 1

The City is coordinating with FDOT on the submittals and requirements of the Transportation Alternatives Program (TAP) Grant and Local Agency Program (LAP) Certifications for the City to administer the project. The City has received FDOT comments on the Preliminary Submittal. Staff is awaiting a Purchase Order to provide a Notice to Proceed to the consultant.

Avenue D (29th Street to US 1)

The City is preparing final documents for FDOT approval of a Notice to Proceed. Once received, the City will advertise the project for construction. The City anticipates advertising the project for bids in July 2024.

Avenue D (US 1 to Indian River Drive)

The City is coordinating with the design of Indian River Drive. The typical section is under review for final decision. The City anticipates final design in September.

11th Street (Boston Avenue to Orange Avenue)

This project includes improvements to Boston Avenue from 13th Street to 10th Street and Preston Court from Boston Avenue to Delaware Avenue. Comments for the 60% design plans have been provided to the consultant. 100% plans are due in September.

Avenue B Reconstruction (13th Street to 8th Street)

The project was "on hold" until utility companies removed existing utility poles in the sidewalk area. The poles were removed in May 2024. Change Order Number 2 is on the Commission Agenda for Monday July 1 to authorize the contractor to complete the sidewalk work on this project. This work is expected to begin in July.

13th Street Phase 2 (Georgia Avenue to Orange Avvenue)

The City Commission approved the Specific Authorization for the consultant to update the plans for construction. The Preliminary Construction Documents are due September 13, 2024. The City has been notified that the $2 Million Grant from the State was not approved.



A Day of Fun and Learning at the Coast Guard Station

On June 8, 2024, the Fort Pierce Police Department's Community Outreach Unit and Explorer Post 477 participated in the United States Coast Guard Station's 2024 Open House. The event showcased the Coast Guard's equipment and operations, offering the community a glimpse into the vital work that protects our waterways and sea borders. The beautiful weather added to the enjoyment as families and individuals explored the station.

The Coast Guard Station's Open House was an excellent example of how community events can be both educational and enjoyable, leaving a lasting impact on all who attended. Such initiatives not only showcase the dedication of our local heroes but also build stronger, safer communities.









CITY MANAGER'S REPORT

Annual FurBaby Fashion Event

On June 20, 2024, from 12:00 PM to 3:00 PM, Madison Home Décor and Boutique hosted their 2nd Annual Summer FurBaby Fashion Show Fundraiser to support the Fort Pierce Animal Adoption Center. The event, spearheaded by Candice Rampulla, Manager/Buyer of Madison Home Décor and Boutique, featured a blend of community involvement and charitable spirit. Candice secured donations from local businesses, organized a raffle, and offered a special donation discount to maximize fundraising efforts.

The Fort Pierce Animal Adoption Center staff dressed the adoptable dogs in charming summer attire, with female dogs in cute dresses and male dogs in dapper tuxedo ties. Before the fashion show commenced, the dogs mingled with guests at the boutique and enjoyed a leisurely stroll on 2nd Street, engaging with locals and soaking in the downtown atmosphere.

The fashion show was the event's highlight, featuring an introduction and runway moment for each dog. Among the standout participants were Kennel Tech Evan and puppy Fern, a black mouth cur lab mix, who captivated the audience and secured the first-place position.

The event was a success, demonstrating the community's love and support for the dogs. Funds were raised for the Fort Pierce Animal Adoption Center, and the dogs relished a delicious pup cup from Old Florida Coffee Company. Donations were generously provided by US1 Golf, Madison Décor & Boutique, Pickled, Artist Edda Davilla, The Cake Lady, Notions & Potions, Artist Lisa Jill Allison, Tropical K9 Consultants, and Sailfish Brewing Company.

110 S OCEAN DR

Island Beach Bar & Restaurant has recently relocated from Ocean Village to 110 S Ocean Drive, adjacent to the City's Jetty Park. Prior to approval of the Business Tax Receipt, new businesses are inspected by the Building Department to ensure compliance with life-safety requirements.





1809 S US HWY 1

Construction has begun for TD Bank just north of Virginia Avenue on US Highway 1. Fill cells of the block exterior walls were recently inspected along with the tie beam. The tie beam is a non-load bearing beam that connects columns at the top of the building.

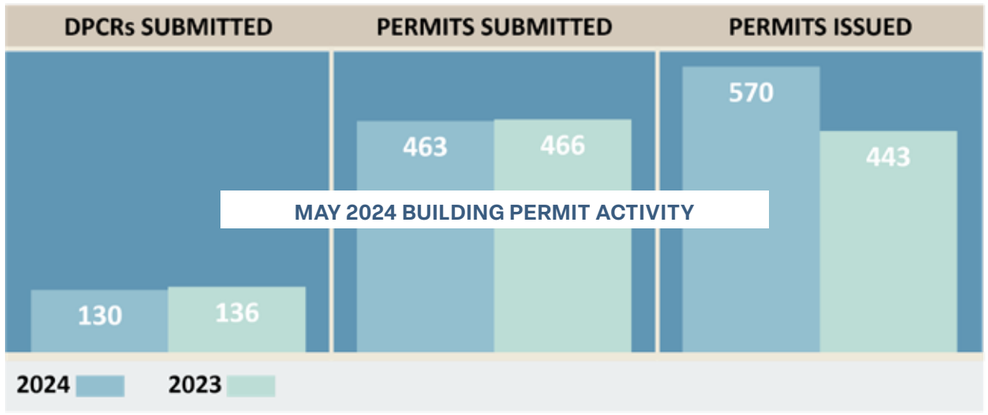


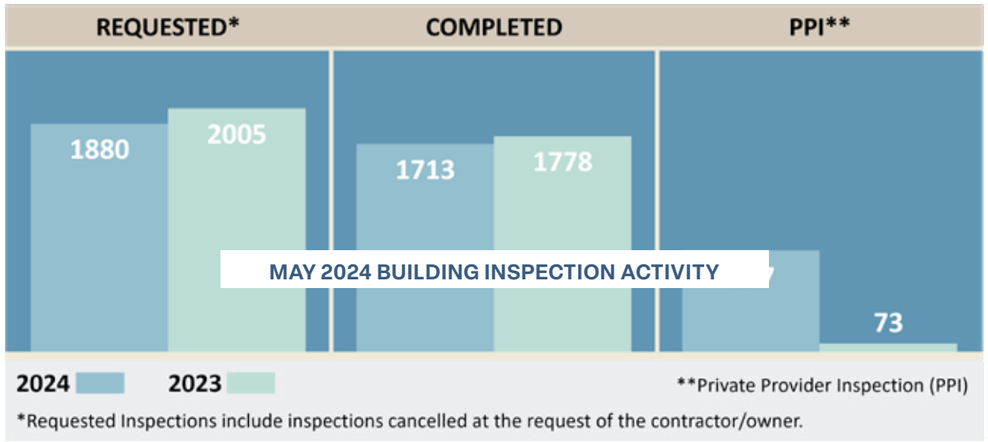


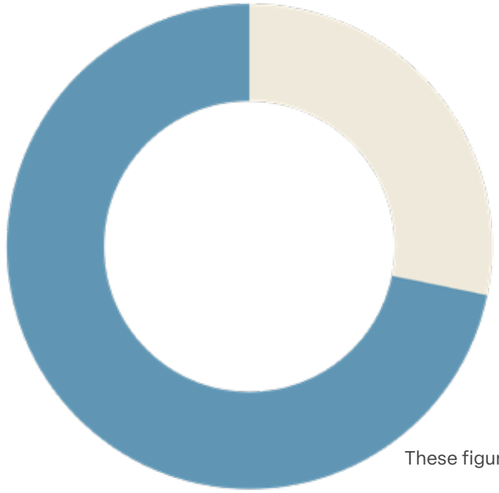
2604 S US HWY 1

For its first location on the Treasure Coast, RNR Tire Express is coming soon to Fort Pierce just south of Virgina Avenue. An interior and exterior renovation is currently taking place. These pictures were taken while exterior stucco was being finished and interior electrical wiring was being replaced above the ceiling.







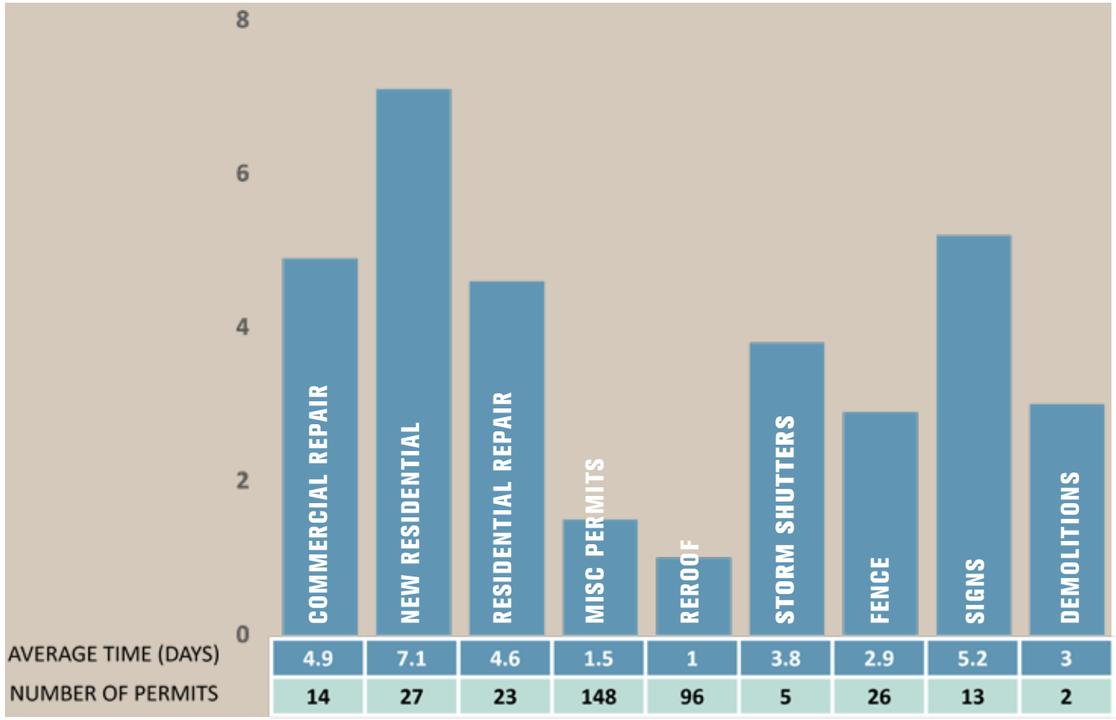


MAY 2024 NEW CONSTRUCTION VALUES

$9,483,779	NEW COMMERCIAL PERMITS
$24,122,641	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in May 2024 for New Construction

MAY 2024 PLAN REVIEW PROCESSING TIME





CITY MARINA REVENUE REPORT

	MARCH		APRIL		MAY
Dockage Reservations	222		242		240
Monthly Dockage	$192,247.41		$156,308.13		$210,842.33
Transient Dockage	$134,389.51		$135,869.49		$110,990.22
Electricity	$10,393.91		$10,618.44		$8,769.51
Retail	$31,961.22		$26,805.54		$28,161.50
Gas Sales	$96,199.63		$127,226.44		$111,820.53
Diesel Sales	$101,100.95		$127,226.44		$146,066.01
TOTALS	**$566,292,63**		**$577,576.63**		**$616,650.10**



Lights, Laughter and Imagination

Over the past three weeks, Sunrise Theatre has resonated with joyous melodies, enthusiastic laughter, and the rhythmic beats of young summer campers. In collaboration with Stagefright Academy, Sunrise Theatre hosted one of its two three-week summer camps. These camps are designed not just to entertain but to empower children as they collaborate to produce spectacular performances. Culminating on June 21st with the enchanting theme "Where the Wild Things Are," the final play showcased the culmination of their hard work and creativity. With one more camp session starting on July 8th, there's still ample opportunity to enroll your child.

Sunrise Theatre's summer camp is more than just a series of activities; it's a creative haven where children can explore their artistic passions. Beyond traditional summer pastimes, this camp nurtures self-expression and theatrical skills, providing a platform for kids to showcase their talents live on stage. Whether your child is a budding actor, singer, or dancer, this camp promises an enriching experience in the performing arts. Envision a summer camp where imagination takes center stage. Each day is a new opportunity for campers to learn, grow, and develop confidence in their abilities. The supportive environment fosters friendships and teamwork, essential skills that extend beyond the stage.

As excitement builds for the upcoming camp themed "We Are All Heroes," Sunrise Theatre eagerly anticipates another round of inspiring performances and creative endeavors. This theme encourages children to explore the hero within themselves, celebrating bravery, kindness, and the power of storytelling. Sunrise Theatre's summer camps offer more than just entertainment; they provide a transformative experience where children discover their passions and build lifelong skills. Whether your child dreams of gracing the stage or simply wants to explore their creative side, this camp promises a summer filled with laughter, learning, and lasting memories.

CITY MANAGER'S REPORT

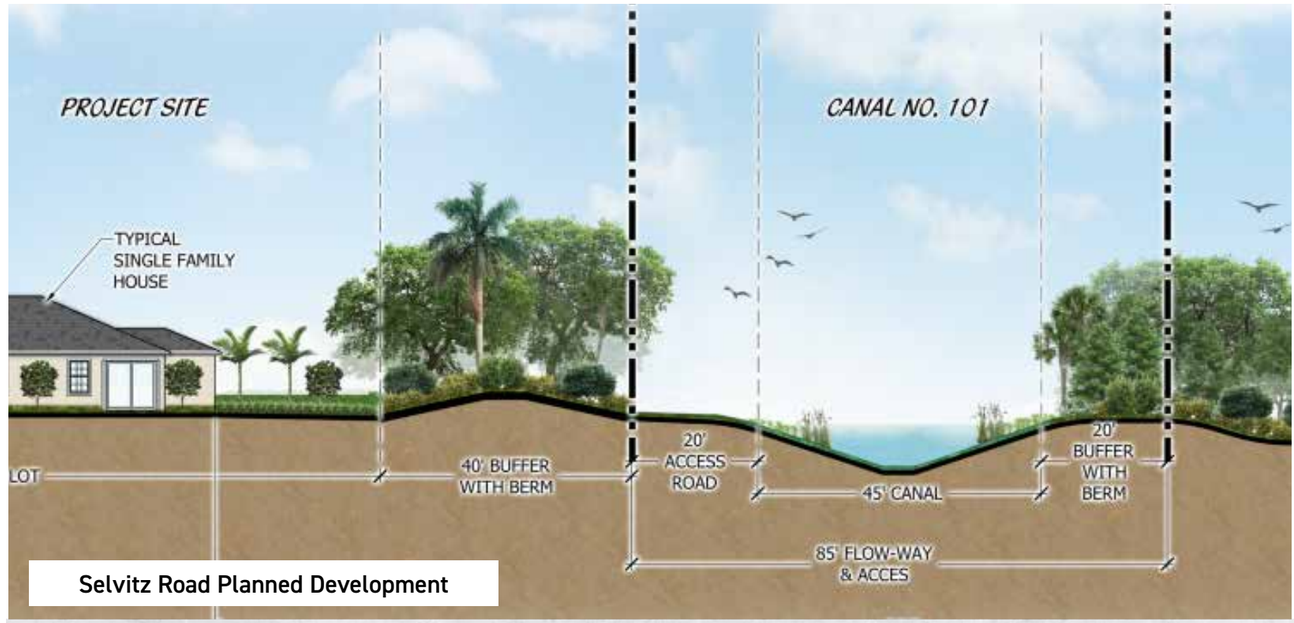


PLANNING DETERMINATIONS

- **The City Commission approved a Planned Development (PD) covering three (3) parcels of approximately 122.8 acres and being generally located at or near the northeast corner of Selvitz Road and Devine Road in Fort Pierce. The project is proposed to be a mixed-use development and incorporate Single Family Homes, Townhomes, Multi-Family Apartments, Light Industrial and RV & Boat Self-Storage uses**



Selvitz Road Planned Development



Selvitz Road Planned Development



A request for a Site Plan and a rezoning of a small commercial infill site at 301 Florida Ave of 0.38 acres to Planned Development (PD) from General Commercial (C-3). The PD permits a 7,000 square-foot building providing four (4) commercial (office/warehouse) units within the Fort Pierce Redevelopment Area (FPRA). The site layout and building have been specifically designed to create a more urban feel, in-keeping with the downtown setting, by locating the facade to the front and having parking and loading located to the rear.

May 2024 SeeClickFix Summary

	DISTRICT 1				DISTRICT 2			
CATEGORY	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Rental Housing Complaint	1	0	0.0	0.0	-	-	-	-
Abandoned Vehicle	2	0	13.2	0.0	-	-	-	-
General	1	0	0.3	0.0	3	2	0.4	0.0
Outside Storage/Junk/Trash	6	5	2.0	0.7	2	1	0.6	0.5
Tall Grass/Overgrown Landscaping	1	0	13.1	0.0	-	-	-	-
Drainage Issues	1	0	2.1	0.0	-	-	-	-
Traffic Signal	-	-	-	-	3	0	1.0	0.0
Pothole	1	0	0.0	0.0	-	-	-	-
Street Light	1	0	0.0	0.0	3	0	1.0	0.0
Street Sign	-	-	-	-	1	1	0.2	3.1
Trash and Recycling	2	1	1.0	0.5	-	-	-	-
Trees	2	1	0.2	1.0	-	-	-	-
TOTALS	**18**	**7**	**3.9**	**0.7**	**12**	**4**	**0.7**	**0.9**

DTA - Days to Acknowledgement DTC - Days to Close

Please use this link to view a map of the Fort Pierce City Commission Election Districts:https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Distircts-Map-2022

- BUILDING DEPARTMENT
- COMMUNITY RESPONSE
- ENGINEERING DEPARTMENT
- PUBLIC WORKS



Sailing into Adventure

In June, youth from the Fort Pierce Police Department's Courageous Kids and R.I.C.H. House programs embarked on a journey into the world of sailing thanks to the Treasure Coast Youth Sailing Foundation. The young participants learned how to navigate the waters and may have gained sailing as a newfound passion.

This sailing experience would not have been possible without the support of the Fort Pierce Yacht Club Foundation, Lions Club, Kiwanis Club, Fort Pierce Utilities Authority, Ocean Village, and the City of Fort Pierce. Additionally, many generous anonymous donors contributed to making this adventure a reality. Their contributions underscore the power of community in fostering opportunities for youth development.





Welcome New Businesses

PREMIUM GIFT BASKET DESIGNS LLC
HPA TILE LLC
DIAZ, NESTOR
COLDWELL BANKER PARADISE
MAKE UP ART BY MARIOLA , LLC
ZS BOAT WORKS LLC
2319 S INDIAN RIVER DR. LLC
BACK TO YOU PHYSICAL THERAPY LLC
PETRONE,MEAGAN
PETRONE, ADAM JOSEPH
PUTNUM,JOHN MICHAEL
THE LYF STYLIST, LLC
TOP NOTCH LIMPIEZA LLC
CRUZITO CONSTRUCTION LLC
NIKOLOV,BORIS
AZUL AZUL SALON, LLC
THREE FATHOMS INC
CASAGO TREASURE COAST
DYNAMIC POOLS, WATERFALLS, & IRRIGATION

77SEVENTEEN LLC
FJ PRESSURE CLEANING AND SERVICES, LLC
VALOR HEALTHCARE INC.
TREASURE COAST MEDORTHO LLC
DOVE DENTAL PRODUCTS
GUERRERO, YURIDIA
JOSEPH, STANLEY
COLDWELL BANKER PARADISE
KRAUSS, JENNY HONEY
TREASURE COAST HOSPITALITY SERVICES LLC
TAPP THAT GRASS AND MORE LLC
PROXYMUS LLC
GANNETT FLEMING INC
RTS BOOKKEEPING INC
LORTOUCHE & CO.
COLDWELL BANKER PARADISE
FLORIDA COMMUNITY HEALTH CENTERS, INC
BLACKOUT COFFEE CO.
MAITI,BISWAJIT



River Walk Center Sales Report - May 2024

classes	parks permits	special events	facilities
$1,846.03	$3,000	$981.32	$13,276.41

UPCOMING EVENTS
July

EVERY WEDS	**Green Market** Marina Square	12:00 PM-6:30 PM
EVERY SAT	**Downtown Farmers Market** Marina Square	8:00 AM-12:00 PM
EVERY SAT	**Jazz Market** Marina Square	8:00 AM-1:00 PM
[THURS] 4	**Stars Over St. Lucie** Marina Square	6:00 PM-9:30 PM
[FRI] 17	**Jazz on Moore's Creek** Ave D & N 8th Street	5:30 PM-9:30 PM



www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."

JOURNEY

FORT PIERCE, FL
THE SUNRISE CITY

WE CORDIALLY INVITE YOU TO OUR

GROUNDBREAKING CEREMONY

FOR THE

THE ORIGINAL
FLORIDA HALL OF FAME
HIGHWAYMEN
MUSEUM





TUESDAY, JULY 9, 2024

AT 10:30 AM

1234 AVENUE D
FORT PIERCE, FL 34950