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

CITY COMMISSION AGENDA

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

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Devoshay Johnson, Deputy City Manager, EmPowered in Christ (E.P.I.C.) Ministries

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of the minutes of the July 15, 2024 Regular Meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

   a. Email from Jim Goertler expressing his gratitude for Redevelopment Specialist Miriam Garcia's consideration and assistance with the significant improvements he made to a building with her support.

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

a. Approval of Change Order No. 1 for Specific Authorization 1 with Marlin Engineering, Inc., in the amount of $88,177.25 for the design of the Historic Downtown Fort Pierce Retrofit Trail - SUN Trail.

b. Approval of the First Amendment to the June 1, 2010 Interlocal Agreement between St. Lucie County, the Treasure Coast Education, Research and Development Authority (TCERDA) Fort Pierce Utilities Authority (FPUA) and the City of Fort Pierce.

c. Approval to enter into an agreement with the Florida Department of Environmental Protection (FDEP) for a Resilient Florida Grant Agreement which is fully reimbursable for a City of Fort Pierce Comprehensive Vulnerability Assessment FDEP in the amount of $159,665.00.

d. Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to BCER Engineering, Inc., Melbourne, FL.

e. Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to TLC Engineering Solutions, Inc., Melbourne, FL.

f. Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to SGM Engineering, Inc., Orlando, FL.

g. Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to Royal Consulting Services, Inc., Longwood, FL.

h. Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to Cape Design Engineering, Co., Melbourne, FL.

i. Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to GFA International, Inc. dba Universal Engineering Sciences, Port St. Lucie, FL.

j. Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to EXP U.S. Services, Inc, Maitland, FL.

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. Public Hearing and Resolution 24-R42 accepting Community Development Block Grant (CDBG) - Annual Action Plan 2024 – 2025

b. Legislative Hearing - Ordinance 24-022: Review and approval of a Voluntary Annexation by owner 69 Delray LLC, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near the intersection of W. Midway Road and Oleander Avenue. The proposed Future Land Use designation for the subject property is RH, High Density Residential, with a proposed Zoning designation of R-5, High Density Residential. Parcel ID: 3403-233-0002-000-6. SECOND READING

c. Legislative Hearing - Ordinance 24-023 - City Initiated Annexation of one (1) parcel owned by KG Concrete & Development LLC located at or near 4105 Mariah Cir. Parcel ID#:2407-114-0002-000-9 - FIRST READING

d. Legislative Hearing - Ordinance 24-024 - City Initiated Annexation of one (1) parcel owned by Lawn Chair Properties LLC located at or near 4106 Mariah Cir. Parcel ID#:2407-111-0001-000-3 - FIRST READING

e. Legislative Hearing - Ordinance 24-025 - City Initiated Annexation of one (1) parcel owned by Unity Three Office Bldg LLC located at or near 4075 Virginia Ave. Parcel ID#:2420-602-0013-000-8 - FIRST READING

f. Legislative Hearing - Ordinance 24-026 - City Initiated Annexation of one (1) parcel owned by Unity Three Office Bldg LLC located at or near 2304 S 41st Street. Parcel ID#:2420-602-0016-000-9 - FIRST READING

g. Legislative Hearing - Ordinance 24-027 - City Initiated Annexation of one (1) parcel owned by Jose & Rosemary Torres located at or near 4351 S 25th Street. Parcel ID#:2432-414-0005-000-9 - FIRST READING

h. Legislative Hearing - Ordinance 24-028 - City Initiated Annexation of one (1) parcel owned by Italian Castle Of The Treasure Coast LLC located at or near 4560 S 25th Street. Parcel ID#:2433-333-0001-000-6 - FIRST READING

i. Legislative Hearing - Ordinance 24-029 - City Initiated Annexation of one (1) parcel owned by Accurate Septic Holdings LLC located at or near 4120 Selvitz. Parcel ID#:2432-233-0001-000-6 - FIRST READING

j. Legislative Hearing - Ordinance 24-033 - Voluntary annexation to include one (1) parcel at or near 3804 Sunrise Boulevard, Parcel ID: 2433-123-0001-000-1. FIRST READING

13. **CITY COMMISSION**

a. Resolution 24-R40 Establishing the Military Hometown Hero Banner Program and Adopting Policies and Guidelines and an Application

b. Resolution 24-R41 Authorizing the purchase of property near 610 N. Causeway from the State of Florida for the cost of recording and processing fees totaling $54.75.

c. Selection of Florida League of Cities Voting Delegate for annual business meeting on Saturday, August 17.

d. Submission of applications to serve on the Planning Board.

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: 08/05/2024

Re: Approval of the Minutes from the July 15, 2024 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the July 15, 2024 Regular Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

07.15.2024 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 07/26/2024 11:21 AM

Final Approval Date: 07/26/2024

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, JULY 15, 2024.

1. CALL TO ORDER

Mayor Hudson called the July 15, 2024, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Darrell Moses with Greater Grace Community Fellowship Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

a. Approval of minutes from the July 1, 2024 regular meeting.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the July 01, 2024 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

a. Annual Treasure Coast Waterway Cleanup

7. **LETTERS TO COMMISSION**

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

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

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

Passed

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

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No comments.

10. MISCELLANEOUS REPORTS

a. Update from Pete Tesch, President/CEO, Economic Development Council of St. Lucie County

Pete Tesch, President/CEO, Economic Development Council of St. Lucie County, presented the EDC 2024 Mid-Year Update and the formation of a jobs corridor on Kings Highway.

The Board commented on the quality of jobs, facilities, and companies, wages, housing, youth opportunities and management level jobs for St. Lucie County residents, marketing to reach the public on jobs, infrastructure, EDC technology opportunities, infill, and continued expansion.

Mr. Tesch commented on the wages and community conversations, Project Lift's new training facility and Workforce Readiness, technology-based jobs, infrastructure, and phase one of the expansion plan.

b. Recommendation of the Parks Advisory Committee to Approve the N.14th Street Renaming Nomination Recognizing Lillian P. Owens

Marsha Commond, Special Projects Coordinator, presented the recommendation of the Parks Advisory Committee to approve the N.14th Street renaming nomination recognizing Lillian P. Owens.

Mayor Hudson inquired on the number of blocks and if this would be a dual name.

Commissioner Gaines commented on the impact made by Ms. Owens.

Commissioner Curtis Johnson commented on the street having a dual name as is precedence, preserving the City's history, and recommended replicating what was on 29th Street.

Ms. Commond commented that the Parks Advisory Committee will proceed with the direction of the Commission.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the renaming of 14th Street between Avenue "O" and Avenue "Q" with dual naming.

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

Passed

11. CONSENT AGENDA

a. Approval of expenditure in the amount of $62,667.20 for City Hall Mold Remediation by Sani Effect, Port Saint Lucie, FL.

b. Approval and acceptance by the City of Fort Pierce for the Florida Department of Law Enforcement (FDLE) FY22 – Project Safe Neighborhoods – Southern District of Florida (PSS) Grant Program, award number 3H006 in the amount of $75,000 to be used to purchase specialized equipment and overtime for officers.

c. Approval of Kimley-Horn and Associates, Inc. Specific Authorization No.7 for the design services of Surfside Park Residential Street Drainage Improvements - Phase IV in an amount not to exceed $239,732.00.

d. Approval of Continuing Services Contracts for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services, to:
- Architects Design Collaborative. LLC. - Port St. Lucie, FL
- BCER Engineering, Inc., Melboourne, FL
- Cotleur and Hearing, Jupiter, FL
- Don Bergman, Fort Pierce, FL
- EXP U.S. Services, Inc., Maitland, FL
- MBV Engineering, Vero Beach, Fl
- Royal Consulting Services, Inc.
- SGM Engineering, Inc, Orlando, FL
- TLC Engineering Solutions, Inc., Melbourne, FL

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

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

Passed

12. PUBLIC HEARINGS

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

a. Legislative Hearing - Ordinance 24-020 - An ordinance amending the Code of Ordinances of the City of Fort Pierce, Florida, Establishing Chapter 125-Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-328 - Boardinghouses and Roominghouses; to regulate the standards of operation of Boardinghouses and Roominghouses; providing for a severability clause; repealing all ordinances or parts thereof in conflict; providing an effective date. - FIRST READING.

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

ORDINANCE NO. 24-020
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING CHAPTER 125 – ZONING, ARTICLE VII – SUPPLEMENTARY REGULATIONS, DIVISION 1 – GENERALLY, SECTION 125–328 – BOARDINGHOUSES AND ROOMINGHOUSES TO REGULATE THE STANDARDS OF OPERATION OF BOARDINGHOUSES AND ROOMINGHOUSES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

Vennis Gilmore, Assistant Planning Director, presented the establishment of Chapter 125-Zoning, Article VII - Supplementary Regulations, Division 1 -

Generally, Section 125-328.

RECOMMENDATION:
Staff recommends that the City Commission APPROVE the text amendment to the Code of Ordinances.

The Board inquired on existing boarding house code enforcement, complaints, clarification on code verbiage, exterior maintenance, registration for boarding and rooming houses, landlord's motivation.

Mr. Gilmore commented on the protection in place for conditions to be habitable and the conditional use process and or change of use requirements.

Mr. Mimms commented about complaints about rental units for minimum living standards.

City Attorney Sara Hedges commented if the concern is for future amendments or applicable fire codes, the ordinance could be amended.

Ms. Cox commented that there is no registration for these properties as they do not fall under short-term rental.

Mayor Hudson opened the public hearing.

Kris Einstein commented on rooming houses and asked that bed and breakfast establishments be considered.

Mayor Hudson closed the public hearing.

Commissioner Jeremiah Johnson commented on Fire District code of ordinance, and defining egress in the Florida Building Code.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 24-020.

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

Passed

b. 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. - SECOND READING

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

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.SECOND READING

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Ordinance No. 24-021.

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

Passed

c. Legislative Hearing - Ordinance 24-022: Review and approval of a Voluntary Annexation by owner 69 Delray LLC, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near the intersection of W. Midway Road and Oleander Avenue. The proposed Future Land Use designation for the subject property is RH, High Density Residential, with a proposed Zoning designation of R-5, High Density Residential. Parcel ID: 3403-233-0002-000-6. FIRST READING

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

ORDINANCE NO. 24-022
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR THE CORNER OF WEST MIDWAY ROAD AND OLEANDER AVE 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, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE FORT PIERCE ZONING DESIGNATION OF HIGH DENSITY RESIDENTIAL (R-5); ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION OF HIGH DENSITY RESIDENTIAL (RH); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Kerry Driver, Planner, presented the voluntary annexation by owner 69 Delray LLC, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near the intersection of W. Midway Road and Oleander Avenue.

RECOMMENDATION:
As proposed, the annexation meets the standards of the City’s Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of RH and the Zoning designation of R-5.

Questions of Staff:

The Board inquired of access to the property, and the clear space leading to Midway,

Ms. Driver commented on the properties' access and referred questions to the property owner.

Mayor Hudson opened the public hearing.

Angie Vitter, MVP Engineering, commented that the clear area is a ditch/canal.

Commissioner Jeremiah Johnson inquired on the abutting properties R-1

designation and if there is a plan for future buffering.

Ms. Vitter commented that the future proposed use is for single family development and the third property is C-2 designation.

Mayor Hudson closed the public hearing.

The Commission commented on the components of changing from St. Lucie County to City and inquired on conversation for a lower designation, the need to meet with the residents, and lowering the use designation.

Ms. Driver commented on the unity of title and the owners' future plans.

Mr. Gilmore provided the Planning Deprtments prespective on the lower of the designation.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 24-022.

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

Passed

13. CITY COMMISSION

a. Resolution 24-R39 establishing Polling Places for the August 20, 2024 Primary Election.

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

RESOLUTION NO. 24-R39
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PROVIDING FOR PUBLICATION OF THE DESIGNATED PRECINCT POLLING PLACES IN THE CITY OF FORT PIERCE FOR THE PRIMARY ELECTION TO BE HELD ON AUGUST 20, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution No. 24-R39.

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

Passed

14. COMMENTS FROM THE PUBLIC

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

Mazella Smith

Jonathan Moses

Brian McNaught

Troy Carter

Nakitta White

Fabian Zamora

Jorge Goz

Noah Clarke

15. COMMENTS FROM THE CITY MANAGER

a. Reports

City Manager Nick Mimms commented on the need for a safe and functional community, the new water vessel, waterway code enforcement officers, and the Unity in the Community Event.

City Clerk Linda Cox - No comments.

City Attorney Sara Hedges - No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Gaines commented on the police department and the work of the Board.

Commissioner Jeremiah Johnson commented on the City budget, thanked the leaders and officers of the Police Department.

Commissioner Broderick commented on the function of the Commission.

Commissioner Curtis Johnson commented on the Commission doing their homework and the Unity in the Community event.

Mayor Hudson thanked the police department and maintaining the staff.

17. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 8:07 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 08/05/2024

Re: Email from Jim Goertler

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Jim Goertler expressing his gratitude for Redevelopment Specialist Miriam Garcia's consideration and assistance with the significant improvements he made to a building with her support.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/22/2024 04:11 PM

Form Started By: Jennifer Robinson Started On: 07/22/2024 11:17 AM

Final Approval Date: 07/22/2024

From: James Goertler <goertlerj@bellsouth.net>

Sent: Thursday, July 11, 2024 7:30 PM

To: Miriam Garcia <mgarcia@cityoffortpierce.com>

Subject: Re: Commercial Facade Application

Hi Miriam, Of course I'm disappointed to receive this but am also grateful that you considered my application. With your help I was able to paint the entire building within the last 18 months which motivated me to do more. I then removed and replaced every window with high grade hurricane protective glass on the 2nd floor just 6 months after the buildings new paint job was completed. Soon after, with your help, I have a sign on the building "The Royal Poinciana Office Suites and Apartments". Miriam, you have been so helpful and thoughtful and welcoming to me that I can't thank you enough.....Thanks again for considering my application. Have a great weekend, Jim Goertler
On Thursday, July 11, 2024 at 02:58:21 PM EDT,

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

Meeting Date: 08/05/2024

Re: Change Order No. 1 to Marlin Engineering Specific Authorization No. 1 for Historic Downtown SUN Trail

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Approval of Change Order No. 1 for Specific Authorization 1 with Marlin Engineering, Inc., in the amount of $88,177.25 for the design of the Historic Downtown Fort Pierce Retrofit Trail - SUN Trail.

SUMMARY:

On September 24, 2021 Specific Authorization 1 to RFQ 2019-027 to Marlin Engineering, Inc.was approved. This SA No. 1 authorized Marlin to complete the design for the Historic Downtown Fort Pierce Retrofit Trail - SUN Trail. The design was halted at 30% complete due to conflicts along the proposed route and the project was put on hold in August 2022. A revised route for portions of the trail through Downtown Fort Pierce has been identified and staff requested Marlin to provide a scope and fee proposal to incorporate the changes. This proposal forms the basis for Change Order 1. The proposal includes survey, permitting, and updates to the preliminary design of the trail.

RECOMMENDATION:

Staff recommends approval of Change Order 1 to Marlin Engineering, Inc.

ALTERNATIVES:

Deny and negotiate with another continuing service provider currently under contract with the City. This will cause a significant delay in project delivery.

RESPONSIBLE STAFF:

Selena Griffett, P.E.

COORDINATED WITH:

FDOT

Fiscal Impact

Budgeted Y/N: n

Fiscal Year: 2024

Account: 1141111-563210

Amount: $88,177.25

FISCAL IMPACT:

Approximately $17,980 of this amount will be reimbursed under the current funding agreement with FDOT. The remaining $70,197.25 is not eligible for reimbursement.

The total funding will be provided from Infrastructure Surtax Funding

Attachments

RFQ 2019-027 Original Contract
First Amendment to RFQ 2019-027
Specific Authorization 1
Exhibit A - Marlin Proposal
City Attorney Memo
Change Order 1 - signed

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/25/2024 01:46 PM
City Manager	Nick Mimms	07/26/2024 11:23 AM
Form Started By: Selena Griffett		Started On: 07/11/2024 09:05 AM
Final Approval Date: 07/26/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

August 5, 2020

Marlin Engineering, Inc.
10415 Riverside Drive, Suite 101
Palm Beach Gardens, FL 33410
Attn: Roman Soria, President

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

Dear Ms. Soria:

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

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

Sincerely,

CITY OF FORT PIERCE

Latonya Hubbard
Purchasing Agent

/lh

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

NOTICE TO AWARD

Date: June 23, 2020

To: Marlin Engineering, Inc.
10415 Riverside Drive, Suite 101
Palm Beach Gardens, FL 33410
Attn: Ramon Soria, President

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

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

Commission Approval: Monday, February 18, 2018

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

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

Please take the following actions:

1. Execute Agreement and Notice of Award.

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

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

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

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

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

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

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

OWNER:

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

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

Date: 6-23-20

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
MARLIN ENGINEERING, INC.

BY: _____

VICE PRESIDENT
Title

7/1/2020
Date

END OF SECTION

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

THIS CONTRACT is made as of the 4th day of August, 2020 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and **MARLIN ENGINEERING, INC.**, hereinafter referred to as "Consultant".

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

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

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

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

1. SERVICES

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

2. TERM

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

3. TECHNICAL AND PROFESSIONAL SERVICES

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

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

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

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

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

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

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

5. TIME OF PERFORMANCE

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

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

6. COMPENSATION

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

7. GENERAL CONDITIONS

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

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

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

A. EVIDENCE OF INSURANCE

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

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

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

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

B. DESCRIPTION OF REQUIRED INSURANCE

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

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

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

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

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

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

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

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

2) Commercial General Liability Insurance.

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

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

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

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

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

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

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

3) Automobile Liability Insurance.

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

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

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

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

4) Professional Liability

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

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

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Additional Insured on the Commercial General Liability

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

13. INDEMNIFICATION

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

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

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

The Consultant, without exemption, shall indemnify and hold harmless, the City, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Consultant. Further, if such a claim is made, or is pending, the Consultant may, at its option and expense, procure for the City the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Consultant and receive reimbursement. If the Consultant used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

14. ASSIGNMENT

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

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

15. PUBLIC RECORDS

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

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

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

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

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

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

16. CONFLICT OF INTEREST

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

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

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

17. EXCUSABLE DELAYS (FORCE MAJEURE)

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

18. PLEDGE OF CREDIT, ARREARS

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

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

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

21. ATTORNEYS' FEES AND COSTS

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

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

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

24. AUDIT

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

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

25. NON DISCRIMINATION

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

26. AUTHORITY TO PRACTICE

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

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

27. SEVERABILITY

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

28. COMPLETE AGREEMENT

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

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

29. AMENDMENT

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

30. MODIFICATIONS OF WORK

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

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

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

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

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

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

31. NOTICE

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

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

Consultant:
Marlin Engineering, Inc.
Attn: Ramon Soria, President
10415 Riverside Drive, Suite 101
Palm Beach Gardens, FL 33410

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

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

32. INTERPRETATION; CAPTIONS AND HEADINGS

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

33. WAIVER

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

34. COMPLIANCE WITH LAWS

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

35. GOVERNING LAW; VENUE

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

36. DISPUTE RESOLUTION

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

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

37. MEDIATION

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

38. ANTITRUST ASSIGNMENT

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

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

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Peter Sweeney, City Attorney

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

CONSULTANT:
MARLIN ENGINEERING, INC.

By: _____

Print: Ramon Soria

Title: President

Today's Date: 7/7/20

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CONTRACT FORMS

Please complete and forward

along with the agreement.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Broward

RAMON SORIA, being first duly sworn, deposes and says:

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

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

MARLIN ~~ENGINEERING~~

(Firm Name)

By: [signature]

Title: PRESIDENT

Subscribed and sworn to before me this 7th

day of, July 2020.

Jenny Byrne
Notary Public

My Commission expires: (Seal)

JENNY BYRNE
Commission # HH 012753
Expires June 21, 2024
Bonded Thru Budget Notary Services

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

DATE: July 7th, 2020

Official Address (Including Zip Code):

10415 Riverside Drive
Suite 101
Palm Beach Gardens, FL 33410

By: _____
Name

Jose Santiago
Name (Typed or Printed)

Vice President
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG-FREE WORKPLACE FORM

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

MARLIN ENGINEERING 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

7/7/2020

Date

CERTIFICATE OF LIABILITY INSURANCE

9/1/2020

DATE (MM/DD/YYYY) 10/14/2019

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 Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1421007 MARLIN ENGINEERING, INC. 1700 NW 66 Avenue, Suite 106 Plantation, FL 33313	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Casualty Insurance Company — 29424 INSURER B : Trumbull Insurance Company — 27120 INSURER C : Lexington Insurance Company — 19437 INSURER D : Hartford Insurance Co of the Southeast — 38261 INSURER E : Hartford Fire Insurance Company — 19682 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 16360336 **REVISION NUMBER:** XXXXXXX

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	
E	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	N	21UUNJA1305	9/1/2019	9/1/2020	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 ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	21UENJA1545	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	21XHUJA1127	9/1/2019	9/1/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	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		Y	21WBAT3212	9/1/2019	9/1/2020	[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 E	Professional Liability Inland Marine	N	N	032834125 21UUNJA1305	4/11/2020 9/1/2019	4/11/2021 9/1/2020	Each Claim Limit: $2,000,000; Aggregate Limit: $2,000,000 Scheduled Limit:388,102.00	

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

The City and its official, officers and employees are additional insureds with respect to General Liability, as per written contract, subject to terms, conditions and exclusions of policy. Waiver of Subrogation applies in favor of additional insured as required by written contract as respect to Workers Compensation, subject to terms, conditions and exclusions where applicable by state law.

CERTIFICATE HOLDER

16360336
City of Fort Pierce
Attn: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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30 Days Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement.

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

This **FIRST AMENDMENT** to Continuing Contract for RFQ No. 2019-027 Professional Engineering Services is made and entered into this 6 day of May, 20 24 by and between **the City of Fort Pierce**, Florida, a municipal corporation (the "City) and **Marlin Engineering, Inc.** ("Consultant"), collectively the "Parties".

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

WHEREAS, review of the terms of the Continuing Contract for RFQ No. 2019-027 Professional Engineering Services on August 4, 2020 resulted in the need to update terms for compliance with legal requirements and insurance requirements; and

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

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

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

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

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

(c) Other evidence satisfactory to the CITY.

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

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

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

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

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

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

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

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

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

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

Automobile Liability Insurance

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

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

Design Professional Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

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

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

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

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

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

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

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

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

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

CONSULTANT:
MARLIN ENGINEERING, INC.

By: _____

Print: Ramon Soria, PE

Title: President

Date: March 27, 2024

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, City Attorney

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

[SIGNATURE PAGE TO FOLLOW]

SPECIFIC AUTHORIZATION NO. 1

HISTORIC DOWNTOWN FORT PIERCE RETROFIT TRAIL - SUNTRAIL

PROFESSIONAL SERVICES

SCOPE OF SERVICES

Pursuant to the continuing agreement related to "RFQ No. 2019-027 – Engineering Services" (hereinafter referred to as "AGREEMENT" between The City of Fort Pierce (hereinafter referred to as "CITY") and Marlin Engineering, Inc. (hereinafter referred to as "ENGINEER") dated the 4th day of August 2020, CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional services related to the Historic Downtown Retrofit Trail – SUN Trail, hereinafter referred to as the "Project".

Section 1 - Scope of Work and Schedule of Services

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

Professional consultant services are required for the preparation of engineering plans and specification package to support the design and bidding of trail construction from Georgia Avenue to N. Causeway Drive. The proposed services and scope of work are more particularly described in Exhibit "A", which is attached hereto and incorporated by reference herein.

Section 2 - Deliverables

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

Pre-Design Services – Geotech. & Survey	8 Weeks from NTP
30% Design Plans	14 Weeks from NTP
60% Design Plans	32 Weeks from NTP
90% Design Plans	44 Weeks from NTP
100% Design Plans	56 Weeks from NTP

Section 3 - Method and Amount of Compensation

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in Exhibit "A", which is attached hereto and incorporated by reference herein.
The budget (or fee) for the services is not to exceed: **$282,019.21**

SPECIFIC AUTHORIZATION NO. 1

HISTORIC DOWNTOWN FORT PIERCE RETROFIT TRAIL - SUNTRAIL

PROFESSIONAL SERVICES

Section 4 - CITY's Responsibilities

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

Section 5 - Other Provisions

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

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

CITY OF FORT PIERCE, FLORIDA:

By: Linda Hudson Date: 9/24/2021
Linda Hudson, Mayor

Marlin Engineering, Inc.

By: Ramon Soria Date: 8/25/2021
Ramon Soria, President

APPROVED AS TO FORM & CORRECTNESS:

By: Tanya Earley Date: 9/24/2021
Tanya Earley, Interim City Attorney

EXHIBIT "A"

MARLIN

May 24, 2021
Jack Andrews, P.E.
City of Fort Pierce
City Engineer
Engineering Department
100 North US 1
Fort Pierce, FL 34950

Re: Engineering Services – The Historic Downtown Fort Pierce Retrofit Trail_SUNTRAIL

Dear Mr. Andrews:

Marlin Engineering, Inc. proposes to provide the services identified below pursuant to the Professional Services Agreement provided by the City of Fort Pierce for Professional Engineering Services RFQ 2019-027.

I. Project Description

The project will consist of providing a set of contract documents including plans, specifications, supporting engineering analysis and calculations to construct a 8 to 14-foot-wide multi-use paved trail through the Historic Downtown Ft Pierce at the following locations (See attached map) Approx. Total 5030 ft, 0.95 miles

- The first segment starts on 3rd St from Georgia Ave to Citrus Avenue (approx. 1950 ft)
- The second segment starts at the intersection of AE Backus Ave and North 2nd St, to connect the existing Riverwalk path within Veterans Memorial Park, and continues under the Seaway Dr bridge and then west back towards Indian River Drive, and then north towards Ave H. (approx. 4065 ft) – Riverwalk Alternative
- The third segment is along Ave H/Fisherman's Wharf from Indian River Drive to Old Dixie Hwy. (approx. 475 ft)

II. Scope of Work

Task 1 – Pre-Design Services, Geotechnical and Survey Services (see attached proposal for additional details)

a) Pre-Design Services for geotechnical services will obtain one asphalt pavement coring at each of the following five locations;
   - 3rd Street from Georgia Avenue to Citrus Avenue
   - Backus Avenue from North 2nd Street to Indian River Drive
   - North Side of the Seaway Dr. Bridge (WB) adjacent to the parking lot and the existing path
   - Indian River Drive from Seaway Drive Bridge to Avenue H/Fisherman's Wharf
   - Avenue H from Indian River Drive to SR 5

   The scope of services will include;

   1. Field Exploration and a Laboratory Testing Program
   2. Traffic Control
   3. Signed and Sealed Memorandum to the City of Fort Pierce

b) Pre-Design Services for survey services will include a topographic survey, DTM, and a drainage survey.

The scope of services will include

1. Reconnaissance, Field Work and Support
2. Office Support
3. Signed and Sealed Survey Drawings in CADD (Microstation or AutoCad).

Task 2 - General Tasks – Public Involvement Support for selected alternative, Stakeholder Engagement and Miscellaneous tasks.

a) Prepare a PowerPoint presentation and attend up to 3 agency meetings (City of Fort Pierce, St. Lucie County, St. Lucie County TPO)

b) Prepare materials for one Public Meeting. Materials include Exhibits, Sign-In Sheet, Comment Form, and Fact Sheet for one meeting.

c) Attendance and Follow-up for one meeting.

d) Technical and Non-Technical Project Manager Meetings.

e) Contract Maintenance and Project Documentation

Task 3 – Plans Production

a) The Marlin Team will prepare a complete contract set of plans based on the Historic Downtown Fort Pierce Retrofit SUN Trail Final Feasibility Study. The plans shall be prepared for submittal and review to the all-affected agencies (including City of Fort Pierce) at 30%, 60%, 90% and 100% phase submittals and will follow all relevant shared-use path guidance.

Analysis shall include;

1. Typical Section
2. Pavement Design
3. Horizontal/Vertical Master Design File
4. Signage and Pavement Marking Reference and Master Design File
5. Traffic Control
6. Quantities
7. Engineering Cost Estimate at 30%, 60%, 90% and 100% phase submittals.

The plan component shall include;

1. Key Sheet
2. Summary of Pay Items
3. Paving, Grading & Drainage General Notes
4. Paving, Grading and Drainage Plan Sheets
5. Signage and Pavement Marking Plan Sheets
6. Miscellaneous Details
7. Temporary Traffic Control Plan and Detail Sheets
8. Utility Adjustment Sheets

b) Utility Coordination – Provide utility coordination with all affected utilities and obtain utility clear letters and/or utility relocation schedules in order to provide proper direction to the contractor.

c) Drainage and Permitting – Conduct one drainage field review. Prepare calculations to satisfy water quality/quantity requirements and modify existing drainage permit with SFWMD.

d) Quality Control and Peer Review – Perform quality control and peer review of contract documents.

e) Specification and Bid Package Preparation – Prepare specifications and bid documents as required by the City of Fort Pierce.

Task 4 – Post Design Services (108 hours)

a) Attend pre-construction meeting. Assume four (4) hours for attendance at the pre-construction meeting. (4 hours)

b) Provide written responses and/or revisions to all requests for information (RFIs). Assist with the review and technical evaluation of Contractor's request for change orders, and claims, and provide recommendations and cost evaluations to the City. Assume two (2) hours for responses to two (2) requests for information (RFI's) per month. (48 hours – Estimated 12-month construction duration)

c) Review shop drawings, product data, and other submittals to determine compliance with the plans and specifications. Assume two (2) hours to review four (4) sets of shop drawings. (8 hours)

d) Provide revisions as necessary and requested by the Contractor. Assume four (4) hours for revisions to one (1) request per month. (48 hours – Estimated 12-month construction duration)

III. Subconsultants

The below listed subconsultants will assist in the performance of the Work.

Subconsultant Name	Specialty or Expertise
Radise International	Geotechnical Engineering

IV. Schedule of Work – Time of Performance

The anticipated length of service for Tasks 1 – 4 shall be (48) weeks commencing after the Notice to Proceed. Consultant shall submit the Deliverables and perform the Work as depicted in the table below. Task 4 schedule shall be determined based on the bid dates and construction award period.

SCHEDULE OF DELIVERABLES			
Task or Activity ID#	Major Task, Sub-Task, Activity, or Deliverables	Duration	Delivery Date
1	Pre-Design Services – Geotechnical & Survey Services	8 weeks	+8 weeks
2, 3	30 % Plans – QC/General Tasks	8 weeks	+14 weeks
	Review by the City	4 weeks	+20 weeks
	60% Plans – QC/General Tasks	12 weeks	+32 weeks
	Review by the City	4 weeks	+36 weeks

	90% Plans – QC/General Tasks	8 weeks	+44 weeks
	Review by the City	4 weeks	+48 weeks
	100% Plans – QC/General Tasks	8 weeks	+56 weeks
4	Post Design Services	TBD	

Deliverables: At the completion of each task, Marlin will provide to the City all files associated with each deliverable to include drawings files in CAD and PDF formats.

V. Compensation

Consultant shall perform the work detailed in this Proposal for a Total fee of $ 299,520.71. The City shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental work order. Invoicing will be monthly after NTP.

SUMMARY OF COMPENSATION			
Task or Activity	**Task Name and/or Activity Description**	**Fee Amount**	**Fee Basis**
1	Pre-Design Services – Geotechnical & Survey Services	$ 33,542.50	Not to Exceed
2	General Tasks	$ 56,425.35	Lump Sum
3	Plans Production	$ 192,051.36	Lump Sum
4	Post Design Services	$ 17,501.50	Not to Exceed
	Total	$299,520.71	

Not Included

VI. Exclusions from Basic Services

The following services are excluded from this scope of services:

a) *Traffic Analysis - (MARLIN) not responsible for County review and approval*

b) *Environmental studies and permitting*

c) *Coordination and Preparation of the MMOA*

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Additional services and unforeseen circumstances beyond established scope shall be negotiated in good faith and at the sole discretion of the City.

VIII. City Furnished Documents & Data

The following information or documents are to be provided by the City, if available:

- As-built information including geotechnical information

- Any available existing studies pertaining to this project.

IX. Project Manager

Consultant's Project Manager for this Project will be Aycel Freda, P.E.

Submitted by: _____

Aycel Freda, P.E.
Marlin Engineering

Reviewed and approval in concept recommended by:

_____ _____

Department Director Procurement Manager

_____

City Manager

Figure 1: Project Location Map



ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: City of Fort Pierce Historic Trail
County: St. Lucie
FPN:
FAP No.:

Consultant Name: MARLIN Engineering
Consultant No.:
Date: 5/24/2021
Estimator: Aycel Freda, PE

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Sr Design Eng	Project Eng	CADD Tech	Utility Coordinator	Clerical	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$223.57	$201.50	$170.50	$89.40	$155.00	$80.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
Task 2. Project General and Project Common Tasks	353	35	106	106	71	0	35	0	0	0	0	0	0	353	$56,425.35	$159.85
3a. Roadway Analysis	596	55	119	238	184	0	0	0	0	0	0	0	0	596	$93,303.45	$156.55
3b. Roadway Plans	309	30	93	93	93	0	0	0	0	0	0	0	0	309	$49,617.30	$160.57
3c. Drainage Analysis	40	8	16	16	0	0	0	0	0	0	0	0	0	40	$7,740.56	$193.51
3d. Utilities	142	0	0	0	0	99	43	0	0	0	0	0	0	142	$18,810.80	$132.47
3e. Signing & Pavement Marking Analysis	111	11	11	44	45	0	0	0	0	0	0	0	0	111	$16,200.77	$145.95
3f. Signing & Pavement Marking Plans	44	4	4	18	18	0	0	0	0	0	0	0	0	44	$6,378.48	$144.97
Task 4- Post Design	108	10	11	65	22	0	0	0	0	0	0	0	0	108	$17,501.50	$162.05
Total Staff Hours	1,703	153	360	580	433	99	78	0	0	0	0	0	0	1,703		
Total Staff Cost		$34,206.21	$72,540.00	$98,890.00	$38,710.20	$15,345.00	$6,286.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$265,978.21**	**$156.18**

Check = $265,978.21

SALARY RELATED COSTS:					$265,978.21
SUBTOTAL ESTIMATED FEE:					**$265,978.21**
Subconsultant:	MARLIN Survey				$26,100.00
Subconsultant:	Radise International				$7,442.50
SUBTOTAL ESTIMATED FEE:					**$299,520.71**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$299,520.71**

The City of Fort Pierce
Historic Downtown SUN TRAIL

Description	Proj. Mgr.	Proj. Srvyr	CADD Tech	Survey Tech	2 Person Crew	Clerical $60.00	Total
	175	155	100	110	135	60	
Research & calc base map			24				$2,400.00
Research H/V Control; Check Traverse & Bench run			16				$1,600.00
Traverse & Bench run					40		$5,400.00
Locate improvements (Edge of Pavement to R/W line)			8		64		$9,440.00
Draft survey & prepare DTM		4	40	24			$7,260.00
Subtotal:							
Total:							**$26,100.00**

0	4	88	24	104	0

April 22, 2021

Marlin Engineering
10415 Riverside Drive, Suite 101
Palm Beach Gardens, FL 33410

Attention: Jose Santiago, PE
Phone: 305-477-7575
Email: jsantiago@marlinengineering.com

Ref: Proposal for Geotechnical Engineering Services
City of Fort Pierce Historic Trail
St. Lucie County, Florida

Dear Mr. Santiago,

RADISE International, L.C. (RADISE) is pleased to submit this proposal to provide geotechnical engineering services for the above referenced project. We understand that the City of Fort Pierce has retained Marlin Engineering for the design of a shared use path/trail through the downtown area. This proposal presents our proposed scope of work, and establishes our schedule and fee for performing the work.

GEOTECHNICAL SCOPE OF WORK

We understand that our geotechnical scope of work will involve the following tasks:

1. Visit the site to field stake the planned boring and test locations, and observe the existing site conditions.
2. Contact Sunshine 811 to request field location and clearance of underground utilities in the areas of the borings as per Florida Statutes.
3. Mobilize truck-mounted drilling rig and crew to the project site and perform the following:
   - Four (4) Standard Penetration Test (SPT) borings to a depth of 10 feet.
   - One (1) Auger boring to a depth of up to 10 feet, as allowed by the water table.
4. Following the completion of the drilling operations, the borehole will be backfilled with grout.
5. Visually classify the collected soil samples in the field, with subsequent laboratory confirmation/QC verification of classifications using the Unified Soil Classification System (USCS) in general accordance with the visual-manual method of ASTM D 2488.
6. Assign laboratory testing of selected soil samples for index property determinations limited to moisture content, full sieve analysis, fines content, and organic content tests to assist in classifying the soils for engineering purposes (ASTM 2487).
7. Perform a geotechnical analysis and prepare a geotechnical engineering report.

We have assumed that our work will be performed within the right-of-way, but not within the roadways, therefore a Temporary Traffic Control Plan will not be needed. In any case, cones and signs will be used during our field exploration for safety purposes.

SCHEDULE/DELIVERABLES

Upon receiving written authorization to proceed, we will commence with field marking of the boring locations and preparation of the utility locate request. Mobilization for the drilling operations will occur soon after Sunshine 811 clearance of boring locations is received from the contacted utilities. These two upfront activities are expected to require no more than 2 weeks to complete.

The specified field drilling work is expected to require 1 day to complete. Laboratory visual classification of the soils and report preparation will require about 4 weeks to complete following completion of field work. We expect to provide the final report signed and sealed by a registered professional engineer within 7 weeks of notice to proceed; however, accelerations of this schedule may be facilitated if needed.

COMPENSATION

Based upon our understanding of the project and interpretation of your requirements, we propose to perform the scope of work outlined previously for a Not-To-Exceed fee of **$7,442.50** as detailed in the Fee Breakdown on Attachment A.

CLOSING

RADISE appreciates the opportunity to submit this proposal, and look forward to the opportunity of working with you. If you have any questions or would like to discuss the details of this proposal, please do not hesitate to give us a call at (561) 841-0103.

Sincerely,

RADISE International, LC



Andrew Nixon, P.E.
Operations Manager

Attachments: A – Geotechnical Fee Estimate

RADISE INTERNATIONAL

ATTACHMENT A: FEE BREAKDOWN
GEOTECHNICAL ENGINEERING SERVICES
City of Fort Pierce Historic Trail
St. Lucie County, Florida

	Qty	Unit	Unit Price	Total
1.0 FIELD EXPLORATION				
1.1 Field Marking & Utility Locate/Clearance Coordination				
1.1.1 Project Engineer	8	Hour	$ 125.00	$ 1,000.00
1.2 Maintenance of Traffic				
1.2.1 Traffic Control (Signs & Cones) - Est. 1 day to complete drilling	1	Day	$ 150.00	$ 150.00
1.3 Subsurface Exploraton				
1.3.1 Mobilize Equipment-Drill Rig (Truck)	1	Trip	$ 325.00	$ 325.00
1.3.2 SPT Borings (4 to 10')	40	LF	$ 16.00	$ 640.00
1.3.3 Auger Borings (1 to 10')	10	LF	$ 12.00	$ 120.00
1.3.4 Grout Seal Boreholes	2.5	Hour	$ 135.00	$ 337.50
		TOTAL FIELD WORK		**$ 2,572.50**
2.0 LABORATORY SERVICES				
2.1 Visual Soil Classification (Project Engineer)	2	Hour	$ 125.00	$ 250.00
2.2 Natural Moisture Test	5	Test	$ 20.00	$ 100.00
2.3 Fines Content Determination	5	Test	$ 50.00	$ 250.00
2.4 Organic Content Determination	5	Test	$ 38.00	$ 190.00
		TOTAL LABORATORY SERVICES		**$ 790.00**
3.0 PROFESSIONAL SERVICES				
3.1 Senior Engineer	4	Hour	$ 150.00	$ 600.00
3.2 Project Engineer	24	Hour	$ 125.00	$ 3,000.00
3.3 CADD Operator/Technician	8	Hour	$ 60.00	$ 480.00
		TOTAL PROFESSIONAL SERVICES		**$ 4,080.00**
		TOTAL AMOUNT		**$ 7,442.50**

SPECIFIC AUTHORIZATION NO. 1

HISTORIC DOWNTOWN FORT PIERCE RETROFIT TRAIL - SUNTRAIL

PROFESSIONAL SERVICES

SCOPE OF SERVICES

Pursuant to the continuing agreement related to "RFQ No. 2019-027 – Engineering Services" (hereinafter referred to as "AGREEMENT" between The City of Fort Pierce (hereinafter referred to as "CITY") and Marlin Engineering, Inc. (hereinafter referred to as "ENGINEER") dated the 4th day of August 2020, CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional services related to the Historic Downtown Retrofit Trail – SUN Trail, hereinafter referred to as the "Project".

Section 1 - Scope of Work and Schedule of Services

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

Professional consultant services are required for the preparation of engineering plans and specification package to support the design and bidding of trail construction from Georgia Avenue to N. Causeway Drive. The proposed services and scope of work are more particularly described in Exhibit "A", which is attached hereto and incorporated by reference herein.

Section 2 - Deliverables

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

Pre-Design Services – Geotech. & Survey	8 Weeks from NTP
30% Design Plans	14 Weeks from NTP
60% Design Plans	32 Weeks from NTP
90% Design Plans	44 Weeks from NTP
100% Design Plans	56 Weeks from NTP

Section 3 - Method and Amount of Compensation

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in Exhibit "A", which is attached hereto and incorporated by reference herein.
The budget (or fee) for the services is not to exceed: **$282,019.21**

SPECIFIC AUTHORIZATION NO. 1

HISTORIC DOWNTOWN FORT PIERCE RETROFIT TRAIL - SUNTRAIL

PROFESSIONAL SERVICES

Section 4 - CITY's Responsibilities

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

Section 5 - Other Provisions

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

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

CITY OF FORT PIERCE, FLORIDA:

By: Linda Hudson Date: 9/24/2021
Linda Hudson, Mayor

Marlin Engineering, Inc.

By: Ramon Soria Date: 8/25/2021
Ramon Soria, President

APPROVED AS TO FORM & CORRECTNESS:

By: Tanya Earley Date: 9/24/2021
Tanya Earley, Interim City Attorney

EXHIBIT "A"

MARLIN

May 24, 2021
Jack Andrews, P.E.
City of Fort Pierce
City Engineer
Engineering Department
100 North US 1
Fort Pierce, FL 34950

Re: Engineering Services – The Historic Downtown Fort Pierce Retrofit Trail_SUNTRAIL

Dear Mr. Andrews:

Marlin Engineering, Inc. proposes to provide the services identified below pursuant to the Professional Services Agreement provided by the City of Fort Pierce for Professional Engineering Services RFQ 2019-027.

I. Project Description

The project will consist of providing a set of contract documents including plans, specifications, supporting engineering analysis and calculations to construct a 8 to 14-foot-wide multi-use paved trail through the Historic Downtown Ft Pierce at the following locations (See attached map) Approx. Total 5030 ft, 0.95 miles

- The first segment starts on 3rd St from Georgia Ave to Citrus Avenue (approx. 1950 ft)
- The second segment starts at the intersection of AE Backus Ave and North 2nd St, to connect the existing Riverwalk path within Veterans Memorial Park, and continues under the Seaway Dr bridge and then west back towards Indian River Drive, and then north towards Ave H. (approx. 4065 ft) – Riverwalk Alternative
- The third segment is along Ave H/Fisherman's Wharf from Indian River Drive to Old Dixie Hwy. (approx. 475 ft)

II. Scope of Work

Task 1 – Pre-Design Services, Geotechnical and Survey Services (see attached proposal for additional details)

a) Pre-Design Services for geotechnical services will obtain one asphalt pavement coring at each of the following five locations;
   - 3rd Street from Georgia Avenue to Citrus Avenue
   - Backus Avenue from North 2nd Street to Indian River Drive
   - North Side of the Seaway Dr. Bridge (WB) adjacent to the parking lot and the existing path
   - Indian River Drive from Seaway Drive Bridge to Avenue H/Fisherman's Wharf
   - Avenue H from Indian River Drive to SR 5

   The scope of services will include;

   1. Field Exploration and a Laboratory Testing Program
   2. Traffic Control
   3. Signed and Sealed Memorandum to the City of Fort Pierce

b) Pre-Design Services for survey services will include a topographic survey, DTM, and a drainage survey.

The scope of services will include

1. Reconnaissance, Field Work and Support
2. Office Support
3. Signed and Sealed Survey Drawings in CADD (Microstation or AutoCad).

Task 2 - General Tasks – Public Involvement Support for selected alternative, Stakeholder Engagement and Miscellaneous tasks.

a) Prepare a PowerPoint presentation and attend up to 3 agency meetings (City of Fort Pierce, St. Lucie County, St. Lucie County TPO)

b) Prepare materials for one Public Meeting. Materials include Exhibits, Sign-In Sheet, Comment Form, and Fact Sheet for one meeting.

c) Attendance and Follow-up for one meeting.

d) Technical and Non-Technical Project Manager Meetings.

e) Contract Maintenance and Project Documentation

Task 3 – Plans Production

a) The Marlin Team will prepare a complete contract set of plans based on the Historic Downtown Fort Pierce Retrofit SUN Trail Final Feasibility Study. The plans shall be prepared for submittal and review to the all-affected agencies (including City of Fort Pierce) at 30%, 60%, 90% and 100% phase submittals and will follow all relevant shared-use path guidance.

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a) Attend pre-construction meeting. Assume four (4) hours for attendance at the pre-construction meeting. (4 hours)

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Deliverables: At the completion of each task, Marlin will provide to the City all files associated with each deliverable to include drawings files in CAD and PDF formats.

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Submitted by: _____

Aycel Freda, P.E.
Marlin Engineering

Reviewed and approval in concept recommended by:

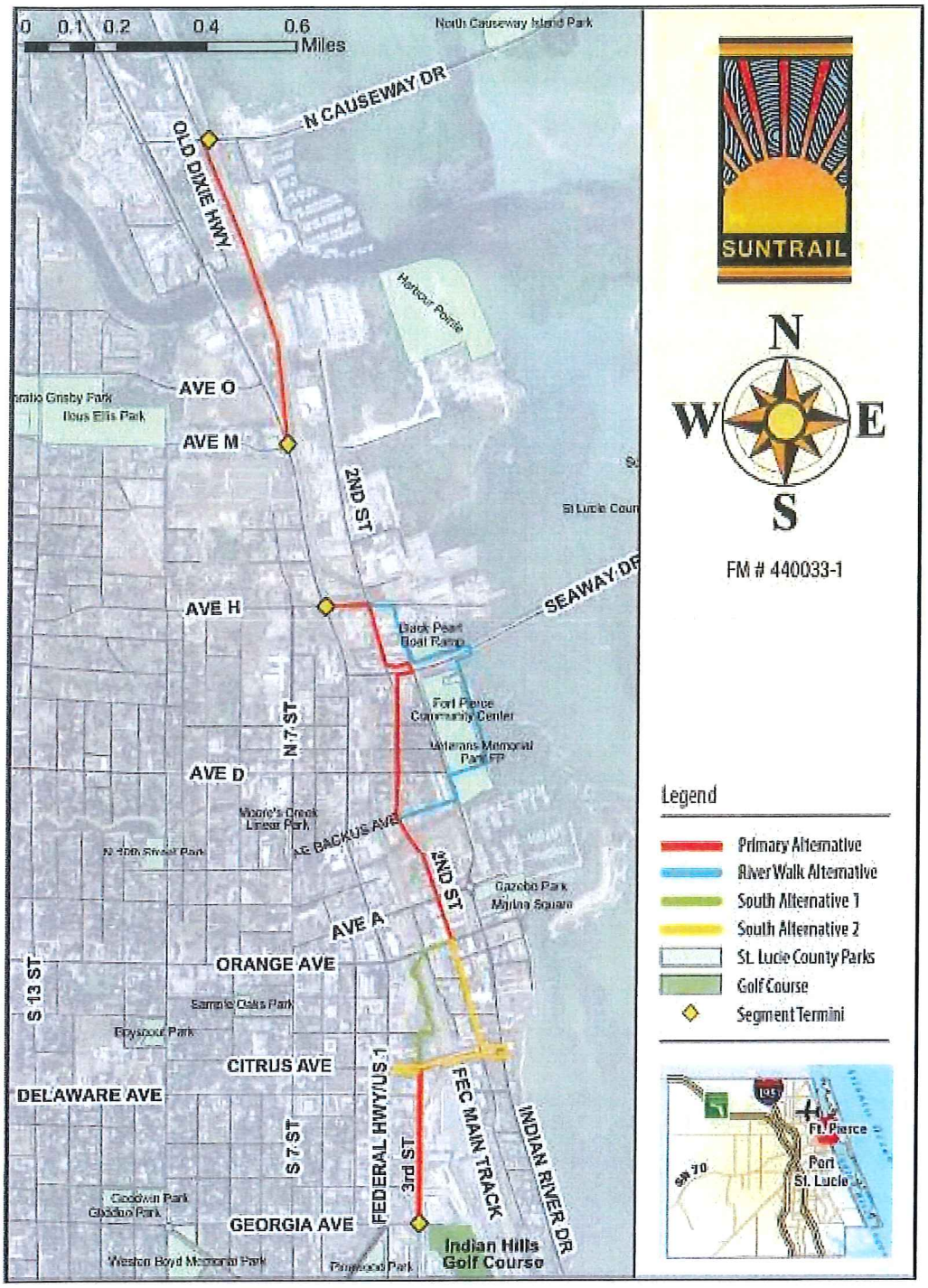
_____ _____

Department Director Procurement Manager

_____

City Manager

Figure 1: Project Location Map



ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: City of Fort Pierce Historic Trail
County: St. Lucie
FPN:
FAP No.:

Consultant Name: MARLIN Engineering
Consultant No.:
Date: 5/24/2021
Estimator: Aycel Freda, PE

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Sr Design Eng	Project Eng	CADD Tech	Utility Coordinator	Clerical	Staff Classi-fication 7	Staff Classi-fication 8	Staff Classi-fication 9	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi-fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
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Historic Downtown SUN TRAIL

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RADISE INTERNATIONAL

April 22, 2021

Marlin Engineering
10415 Riverside Drive, Suite 101
Palm Beach Gardens, FL 33410

Attention: Jose Santiago, PE
Phone: 305-477-7575
Email: jsantiago@marlinengineering.com

Ref: Proposal for Geotechnical Engineering Services
City of Fort Pierce Historic Trail
St. Lucie County, Florida

Dear Mr. Santiago,

RADISE International, L.C. (RADISE) is pleased to submit this proposal to provide geotechnical engineering services for the above referenced project. We understand that the City of Fort Pierce has retained Marlin Engineering for the design of a shared use path/trail through the downtown area. This proposal presents our proposed scope of work, and establishes our schedule and fee for performing the work.

GEOTECHNICAL SCOPE OF WORK

We understand that our geotechnical scope of work will involve the following tasks:

1. Visit the site to field stake the planned boring and test locations, and observe the existing site conditions.
2. Contact Sunshine 811 to request field location and clearance of underground utilities in the areas of the borings as per Florida Statutes.
3. Mobilize truck-mounted drilling rig and crew to the project site and perform the following:
   - Four (4) Standard Penetration Test (SPT) borings to a depth of 10 feet.
   - One (1) Auger boring to a depth of up to 10 feet, as allowed by the water table.
4. Following the completion of the drilling operations, the borehole will be backfilled with grout.
5. Visually classify the collected soil samples in the field, with subsequent laboratory confirmation/QC verification of classifications using the Unified Soil Classification System (USCS) in general accordance with the visual-manual method of ASTM D 2488.
6. Assign laboratory testing of selected soil samples for index property determinations limited to moisture content, full sieve analysis, fines content, and organic content tests to assist in classifying the soils for engineering purposes (ASTM 2487).
7. Perform a geotechnical analysis and prepare a geotechnical engineering report.

We have assumed that our work will be performed within the right-of-way, but not within the roadways, therefore a Temporary Traffic Control Plan will not be needed. In any case, cones and signs will be used during our field exploration for safety purposes.

SCHEDULE/DELIVERABLES

Upon receiving written authorization to proceed, we will commence with field marking of the boring locations and preparation of the utility locate request. Mobilization for the drilling operations will occur soon after Sunshine 811 clearance of boring locations is received from the contacted utilities. These two upfront activities are expected to require no more than 2 weeks to complete.

The specified field drilling work is expected to require 1 day to complete. Laboratory visual classification of the soils and report preparation will require about 4 weeks to complete following completion of field work. We expect to provide the final report signed and sealed by a registered professional engineer within 7 weeks of notice to proceed; however, accelerations of this schedule may be facilitated if needed.

COMPENSATION

Based upon our understanding of the project and interpretation of your requirements, we propose to perform the scope of work outlined previously for a Not-To-Exceed fee of **$7,442.50** as detailed in the Fee Breakdown on Attachment A.

CLOSING

RADISE appreciates the opportunity to submit this proposal, and look forward to the opportunity of working with you. If you have any questions or would like to discuss the details of this proposal, please do not hesitate to give us a call at (561) 841-0103.

Sincerely,

RADISE International, LC

Andrew Nixon, P.E.
Operations Manager

Attachments: A – Geotechnical Fee Estimate

RADISE INTERNATIONAL

RADISE INTERNATIONAL

ATTACHMENT A: FEE BREAKDOWN
GEOTECHNICAL ENGINEERING SERVICES
City of Fort Pierce Historic Trail
St. Lucie County, Florida

	Qty	Unit	Unit Price	Total
1.0 FIELD EXPLORATION				
1.1 Field Marking & Utility Locate/Clearance Coordination				
1.1.1 Project Engineer	8	Hour	$ 125.00	$ 1,000.00
1.2 Maintenance of Traffic				
1.2.1 Traffic Control (Signs & Cones) - Est. 1 day to complete drilling	1	Day	$ 150.00	$ 150.00
1.3 Subsurface Exploraton				
1.3.1 Mobilize Equipment-Drill Rig (Truck)	1	Trip	$ 325.00	$ 325.00
1.3.2 SPT Borings (4 to 10')	40	LF	$ 16.00	$ 640.00
1.3.3 Auger Borings (1 to 10')	10	LF	$ 12.00	$ 120.00
1.3.4 Grout Seal Boreholes	2.5	Hour	$ 135.00	$ 337.50
		TOTAL FIELD WORK		**$ 2,572.50**
2.0 LABORATORY SERVICES				
2.1 Visual Soil Classification (Project Engineer)	2	Hour	$ 125.00	$ 250.00
2.2 Natural Moisture Test	5	Test	$ 20.00	$ 100.00
2.3 Fines Content Determination	5	Test	$ 50.00	$ 250.00
2.4 Organic Content Determination	5	Test	$ 38.00	$ 190.00
		TOTAL LABORATORY SERVICES		**$ 790.00**
3.0 PROFESSIONAL SERVICES				
3.1 Senior Engineer	4	Hour	$ 150.00	$ 600.00
3.2 Project Engineer	24	Hour	$ 125.00	$ 3,000.00
3.3 CADD Operator/Technician	8	Hour	$ 60.00	$ 480.00
		TOTAL PROFESSIONAL SERVICES		**$ 4,080.00**
		TOTAL AMOUNT		**$ 7,442.50**

May 20, 2024
Selena Griffett, P.E.
City of Fort Pierce
Project Engineer
Engineering Department
100 North US 1
Fort Pierce, FL 34950

Change Order to Specific Authorization 1

Re: Engineering Services – Additional design services for The Historic Downtown Fort Pierce Retrofit Trail_SUNTRAIL

Marlin Engineering, Inc. proposes to provide additional services identified below pursuant to the Professional Services Agreement provided by the City of Fort Pierce for Professional Engineering Services RFQ 2019-027. This is Change Order 1 to Specific Authorization 1. The scope of work is as defined in the original authorization. This Change order adds 0.483 miles of trail including the survey and design services.

I. Additional Limits

(See map) Approx. Total 2550 ft, 0.483 miles



- The first segment commences along the west side of the FEC railroad track from Boston Ave to Orange Avenue (approximately 745 feet).
- The second segment initiates along Orange Ave, traversing the FEC railroad tracks to N Depot Dr. (approximately 150 feet)
- The third segment begins on N Depot Dr. from Orange Ave to Avenue A. (approximately 480 feet)
- The fourth segment commences east of the FEC railroad tracks from Avenue A to N 2nd St. (approximately 760 feet)
- The fifth segment starts on N 2nd Street, crosses the Moors Creek bridge, and terminates at A E Bakus Ave. (approximately 415

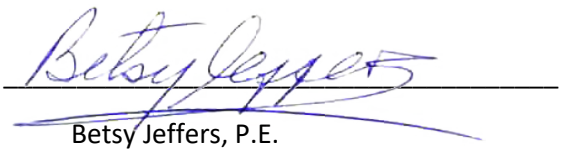
II. Compensation

Consultant shall perform the work detailed in this Proposal for a Total fee of $ 88,177.25. The City shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental work order. Invoicing will be monthly after NTP.

III. Exclusions from Basic Services

The following services are excluded from this scope of services:

a) *Environmental studies and permitting*
b) *Coordination and Preparation of the MMOA*

Submitted by: 

Betsy Jeffers, P.E.
Sr. Vice President
Marlin Engineering

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: City of Fort Pierce Historic Trail
County: St. Lucie
FPN:
FAP No.:

Consultant Name: MARLIN Engineering
Consultant No.:
Date: 4/25/2024
Estimator: Aycel Freda, PE

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Sr Design Eng	Project Eng	CADD Tech	Utility Coordinator	Clerical	Staff Classi-fication 7	Staff Classi-fication 8	Staff Classi-fication 9	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi-fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$223.57	$201.50	$170.50	$89.40	$155.00	$80.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
Task 2. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
3a. Roadway Analysis	176	18	35	53	70	0	0	0	0	0	0	0	0	176	$26,371.26	$149.84
3b. Roadway Plans	96	10	29	29	28	0	0	0	0	0	0	0	0	96	$15,526.90	$161.74
3c. Drainage Analysis	96	10	38	48	0	0	0	0	0	0	0	0	0	96	$18,076.70	$188.30
3d. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
3e. Signing & Pavement Marking Analysis	32	3	3	13	13	0	0	0	0	0	0	0	0	32	$4,653.91	$145.43
3f. Signing & Pavement Marking Plans	44	4	4	18	18	0	0	0	0	0	0	0	0	44	$6,378.48	$144.97
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	#DIV/0!
Total Staff Hours	444	45	109	161	129	0	0	0	0	0	0	0	0	444		
Total Staff Cost		$10,060.65	$21,963.50	$27,450.50	$11,532.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$71,007.25**	**$159.93**

Check = $71,007.25

SALARY RELATED COSTS:						$71,007.25
SUBTOTAL ESTIMATED FEE:						**$71,007.25**
Subconsultant:	MARLIN Survey					$17,170.00
Subconsultant:						
SUBTOTAL ESTIMATED FEE:						**$88,177.25**
Optional Services						$0.00
GRAND TOTAL ESTIMATED FEE:						**$88,177.25**

Project Activity 4: Roadway Analysis

Estimator:

City of Fort Pierce Historic Trail
999999-1-32-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	0	0	0
4.4	Cross-Slope Correction	LS	1	0	0	
4.5	Horizontal /Vertical Master Design Files	LS	1	80	80	Design of an additional 0.483 miles
4.6	Access Management	LS	1	0	0	
4.7	Roundabout Evaluation	LS	1	0	0	
4.8	Roundabout Final Design Analysis	LS	1	0	0	
4.9	Cross Section Design Files	LS	1	47	47	(.483 mile x 110 = 47)
4.10	Temporary Traffic Control Plan Analysis	LS	1	20	20	
4.11	Master TTCP Design Files	LS	1	0	0	
4.12a	Selective Clearing and Grubbing of Existing VegetationField Assessment	LS	1	0	0	
4.12b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	
4.12c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	
4.13	Tree Dispostion Plan	LS	1	0	0	
4.14	Design Variations and Exceptions	LS	1	0	0	
4.15	Design Report	LS	1	0	0	
4.16	Quantities	LS	1	10	10	
4.17	Cost Estimate	LS	1		0	
4.18	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
4.19	Other Roadway Analyses	LS	1	0	0	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
				Roadway Analysis Technical Subtotal	**157**	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	0	0	
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	0	0	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	5%	8	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	5%	8	
Roadway Analysis Nontechnical Subtotal					**16**	
4.26	Coordination	LS	%	2%	3	
4. Roadway Analysis Total					**176**	

Carries to Tab 3

Project Activity 5: Roadway Plans

Estimator:

City of Fort Pierce Historic Trail
999999-1-32-01

Representing		Print Name	Signature / Date
FDOT District			
Consultant Name			

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	1	8	8	One additinional Typical Section
5.2.2	Typical Section Details		EA	0	0	0	
5.3	General Notes/Pay Item Notes		Sheet	0	0	0	
5.4	Project Layout		Sheet	0	0	0	
5.5	Plan/Profile Sheet		Sheet	0	0	0	
5.6	Profile Sheet		Sheet	0	0	0	
5.7	Plan Sheet		Sheet	5	10	50	
5.8	Special Profile		Sheet	0	0	0	
5.9	Back-of-Sidewalk Profile Sheet		Sheet	5	2	10	
5.10	Interchange Layout Sheet		Sheet	0	0	0	
5.11	Ramp Terminal Details (Plan View)		Sheet	0	0	0	
5.12	Intersection Layout Details		Sheet	0	0	0	
5.13	Special Details		EA	0	0	0	
5.14	Cross-Section Pattern Sheets		Sheet	0	0	0	
5.15	Roadway Soil Survey Sheets		Sheet	0	0	0	
5.16	Cross Sections		EA	0	0	0	
5.17	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	Level 1

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.18	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	
5.19	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	
5.20	Utility Adjustment Sheets		Sheet	5	4	20	
5.21	Selective Clearing and Grubbing Sheets						
5.21.1	Selective Clearing and Grubbing		Sheet	0	0	0	
5.21.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	
5.22	Tree Disposition Sheets						
5.22.1	Tree Disposition Plan Sheets		Sheet	0	0	0	
5.22.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	
5.23	Project Control Sheets		Sheet	0	0	0	
5.24	Environmental Detail Sheets		Sheet	0	0	0	
5.25	Utility Verification Sheets (SUE Data)		Sheet	0	0	0	
					Roadway Plans Technical Subtotal	**88**	
5.26	Quality Assurance/Quality Control		LS	%	5%	4	
5.27	Supervision		LS	%	5%	4	
					5. Roadway Plans Total	**96**	

Project Activity 6a: Drainage Analysis

Estimator:

City of Fort Pierce Historic Trail
999999-1-32-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	0	0	0	
6a.2	Base Clearance Calculations	Per Location	0	0	0	
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	
6a.4	Design of Cross Drains	EA	0	0	0	
6a.5	Design of Ditches	Per Ditch Mile	0	0	0	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Cell	0	0	0	
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	
6a.9	Design of Storm Drains	EA	1	40	40	
6a.10	Optional Culvert Material	EA	0	0	0	
6a.11	French Drain Systems	Per Cell	0	0	0	
6a.11.1	Existing French Drain Systems	Per Cell	0	0	0	
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	16	16	
6a.14	Bridge Hydraulic Report	EA	0	0	0	

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	0	0	
6a.16	Quantities for EQ Report	LS	1	0	0	
6a.17	Cost Estimate	LS	1	0	0	
6a.18	Technical Special Provisions / Modified Special Provisions	LS	1	0	0	
6a.19	Hydroplaning Analysis	LS	1	0	0	
6a.20	Existing Permit Analysis	LS	1	40	40	
6a.21	Other Drainage Analysis	LS	1	0	0	
6a.22	Noise Barrier Evaluation	LS	1	0	0	
				Drainage Analysis Technical Subtotal	**96**	
6a.23	Field Reviews	LS	1	0	0	
6a.24	Technical Meetings	LS	1	0	0	Meetings are listed below
6a.25	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.26	Quality Assurance/Quality Control	LS	%	0%	0	
6a.27	Independent Peer Review	LS	%	0%	0	
6a.28	Supervision	LS	%	0%	0	
				Drainage Analysis Nontechnical Subtotal	**0**	
6a.29	Coordination	LS	%	0%	0	
				6a. Drainage Analysis Total	**96**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	0	0	0			0
FDOT Drainage	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				**0**			0
Progress Meetings (if required by FDOT)	EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*		- -
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*		- -
Total Meetings				**0**	**Total Project Manager Meetings (carries to Tab 3)**		**0**
				Carries to 6a.24			Carries to Tab 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

City of Fort Pierce Historic Trail
999999-1-32-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Signing and Pavement Marking Master Design File	LS	1	20	20	1" = 20' / 24" x 36"/10 sheets S&M
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities for EQ Report	LS	1	8	8	
19.8	Cost Estimate	LS	1	0	0	
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					**28**	
19.11	Field Reviews	LS	1	0	0	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	1	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	1	
Signing and Pavement Marking Analysis Nontechnical Subtotal					**2**	
19.16	Coordination	LS	%	5%	2	
19. Signing and Pavement Marking Analysis Total					**32**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	0	0	0			0
Queue Length Analysis	EA	0	0	0			0

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments		
Local Governments (cities, counties)		EA	0	0	0			0
Other Meetings		EA	0	0	0			0
Subtotal Technical Meetings					**0**		**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)		EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings		EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings					**0**		**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 19.12

Carries to Tab 3

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

City of Fort Pierce Historic Trail
999999-1-32-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	0	0	0	
20.2	General Notes/Pay Item Notes		Sheet	0	0	0	0	
20.3	Project Layout		Sheet	0	0	0	0	
20.4	Plan Sheet		Sheet	10	4	10	40	1" = 20' / 24" x 36"/10 sheets inc. Signing and Marking
20.5	Typical Details		EA	0	0		0	
20.6	Guide Sign Worksheets		EA	0	0		0	
20.7	Traffic Monitoring Site		EA	0	0		0	
20.8	Cross Sections		EA	0	0		0	
20.9	Special Service Point Details		EA	0	0		0	
20.10	Special Details		LS	1	0		0	
20.11	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						**10**	**40**	
20.12	Quality Assurance/Quality Control		LS	%	5%		2	
20.13	Supervision		LS	%	5%		2	
20. Signing and Pavement Marking Plans Total						**10**	**44**	

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Selena Griffett, Project Engineer

FROM: Sara Hedges, City Attorney SH

RE: Change Order 1 for Marlin Engineering Inc (RFQ 2019-027 SA No 1)

CAO RLS FILE: RLS 24-262

DATE: June 25, 2024

I have reviewed the above Request for Legal Services related to a Change Order for Specific Authorization 1 with Marlin Engineering, Inc. The Change Order is approved as to form and correctness. Please make sure the Proposal is attached to the Change Order prior to presentation to the City Commission.

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

Thank you.
SH/mm

CHANGE ORDER NO. 1

SPECIFIC AUTHORIZATION NO. 1 FOR DESIGN OF HISTORIC DOWNTOWN FORT PIERCE RETROFIT TRAIL (SUNTRAIL)

RFQ No. 2019-027

DATE: June 10, 2024

CONSULTANT: Marlin Engineering, Inc.

OWNER: City of Fort Pierce

ORIGINAL CONTRACT AMOUNT	:	$ 282,019.21
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 282,019.21
NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ 88,177.25**
PROPOSED ANNUAL CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	**$ 370,196.46**
CURRENT CONTRACT EXPIRATION DATE	:	November 3, 2022
PROPOSED CONTRACT EXPIRATION DATE	:	**July 25, 2025**

CHANGES ORDERED:

I. GENERAL:

This Change Order (Exhibit A) includes design of the Historic Downtown Fort Pierce Retrofit Trail (SUN Trail). All requirements of RFQ 2109-027 Continuing Services Professional Engineering Contract, and Marlin Engineering Specific Authorization No 1, apply to, and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

The scope and fee proposal for the design changes is attached. The additional cost is $88,177.25. Additional time has been added.

III. JUSTIFICATION:

The project was put on hold due to location and alignment conflicts. The city has since resolved those concerns and requested Marlin Engineering, Inc to prepare a Change Order to incorporate the design changes into the plans. The resulting proposal is attached. The original design was approximately 30% complete. Additional survey, mapping, and preliminary design and layout work will need to be re-done.

IV. PAYMENT:

Funding of the $88,177.25 shall be encumbered from Surtax proceeds, Account No. 114-1111-563210. Approximately $17,980 of this amount will be reimbursed under the current funding agreement with FDOT. The remaining $70,197.25 is not eligible for reimbursement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

(Continued on next page)

RECOMMENDED BY:

Tracy Telle
Engineering Manager

By: _____
Signature

Date: 6/27/2024

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges
City Attorney

By: _____
Signature

Date: _____

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

Date: _____

ACCEPTED BY:

Ramon, Soria, P.E.
President, Marlin Engineering, Inc.

By: Ramon Soria _____
Signature

Date: 06/27/2024

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

Meeting Date: 08/05/2024

Re: First Amendment To the June 1, 2010 Interlocal Agreement (TCERDA) between St. Lucie County, the Treasure Coast Education, Research and Development Authority (TCERDA) Fort Pierce Utilities Authority (FPUA) and the City of Fort Pierce

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

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SUBJECT:

Approval of the First Amendment to the June 1, 2010 Interlocal Agreement between St. Lucie County, the Treasure Coast Education, Research and Development Authority (TCERDA) Fort Pierce Utilities Authority (FPUA) and the City of Fort Pierce.

SUMMARY:

This amendment to the agreement between the FPUA, St. Lucie County, Treasure Coast Education Research Development Authority, and the City outlines the terms of the First Amendment to the June 1, 2010 Interlocal Agreement, which includes conditions for annexation. The County agrees to sign the City's annexation agreement for specified parcels identified in Exhibits "A" and "B" and will not object to their annexation regardless of contiguity. The City will not annex these parcels for at least two years from the date of the First amendment. If the City annexes a parcel within the Research Park, it will not hinder the operation of a Research Park without County consent unless mandated by a State or Federal court or agency. In addition, notices must be in writing and delivered in person or by certified mail.

RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, City Manager
City Attoney's Office
FPUA
George Landry, St. Lucie County Administrator

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: 2024
Account: N/A
Amount: N/A
OTHER INFORMATION:
There is no fiscal impact.

Attachments

Interlocal Agreement
City Attorney Memo
Original Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Audria Moore	07/17/2024 05:36 PM
City Manager	Nick Mimms	07/18/2024 04:57 PM
City Manager	Nick Mimms	07/18/2024 04:57 PM

Form Started By: Audria Moore Started On: 07/17/2024 03:49 PM
Final Approval Date: 07/18/2024

FIRST AMENDMENT TO
THE JUNE 1, 2010
INTERLOCAL AGREEMENT
(TCERDA)

THIS IS A FIRST AMENDMENT TO THE JUNE 1, 2010 INTERLOCAL AGREEMENT made and entered into this ____ day of_____, 2024, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County"), the **TREASURE COAST EDUCATION, RESEARCH AND DEVELOPMENT AUTHORITY,** an authority established pursuant to Chapter 159, Florida Statutes (the "TCERDA"), the **FORT PIERCE UTILITIES AUTHORITY**, an authority created and established by the City Commission of the City of Fort Pierce, Florida (the "FPUA"), and the **CITY OF FORT PIERCE**, a municipality organized under the laws of the State of Florida (the "City") collectively the ("Parties").

WHEREAS, the Parties entered into an Interlocal Agreement on June 1, 2010 which the Parties desire to amend as hereinafter stated.

NOW, THEREFORE, FPUA, County, TCERDA and City hereby agree and covenant on the terms and conditions of the First Amendment hereinafter stated.

1. Paragraph 3 "CONDITIONS OF ANNEXATION" is amended to read as follows:

3. **CONDITIONS OF ANNEXATION.**

If required by the City, the County agrees to sign the City's standard annexation agreement for those parcels owned by the County as identified in Exhibits "A" (legal description) and "B" (map). The County and TCERDA will not object to parcels identified in Exhibits "A" and "B" being annexed by the City regardless of contiguity. The City agrees that the City will not exercise any rights to annex the specific County owned parcels referenced in Exhibits "A" and "B" sooner than two (2) years from the date of this First Amendment.

If the City annexes a parcel within the Park into the jurisdiction of the City, the City agrees that it shall not prevent the operation of a Research Park without the express written consent of the County or unless the City is specifically required to do so by clear mandate of a State or Federal court or administrative agency.

2. Paragraph 5 "NOTICE" is amended to read as follows:

5. **NOTICE.**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to County:

St. Lucie County Administrator
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

Public Works Director
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If to City:

Fort Pierce City Manager
City of Fort Pierce, City Hall
Post Office Box 1480
Fort Pierce, Florida 34954

With a copy to:

Fort Pierce City Attorney
City of Fort Pierce, City Hall
Post Office Box 1480
Fort Pierce, Florida 34954

If to FPUA:

Director of Utilities
Fort Pierce Utilities Authority
206 South Sixth Street
Fort Pierce, Florida 34950

With a copy to:

FPUA Attorney
Fort Pierce Utilities Authority
206 South Sixth Street
Fort Pierce, Florida 34950

If to TCERDA:

Executive Director
Indian River Research & Education Center
University of Florida - IFAS
2199 South Rock Road
Fort Pierce, Florida 34945

With a copy to:

St. Lucie County Attorney
2300 Virginia
Fort Pierce, Florida 34982

3. FILING.

This First Amendment and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

This section left blank intentionally

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

_____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
County Attorney

ATTEST:

Secretary

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chair

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
FPUA Attorney

ATTEST:

CITY OF FORT PIERCE

_____

City Clerk

BY: _____

Mayor

APPROVED AS TO FORM AND CORRECTNESS

BY: _____

City Attorney

TREASURE COAST EDUCATION, RESEARCH AND DEVELOPMENT AUTHORITY

BY: _____
Chair

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
Attorney

EXHIBIT “A”

Parcel ID: 2310-341-0000-000-6

10 35 39 THAT PART OF S 1/4 LYG E OF TRNPK MPDAF: FROM SE COR OF SEC RUN N 48.5 FT FOR POB, TH W ON CANAL R/W TO E R/W TRNPK, TH NWLY ON R/W 1422.09 FT TO N LI OF S 1/4, TH E TO NE COR OF S 1/4, TH S TO POB (81.37 AC) (OR 1996-1879, 1883)

Parcel ID: 2311-330-0000-000-5

11 35 39 SW 1/4 OF SW 1/4 - LESS E28 AC- (12.96 AC) (OR 1996-1875)

Parcel ID: 2311-331-0002-000-2

11 35 39 W 14 AC OF E 28 AC OF SW 1/4 OF SW 1/4 (14.0 AC) (OR 1996-1865)

Parcel ID: 2311-331-0001-000-5

11 35 39 E 14 AC OF SW 1/4 OF SW 1/4 (14.0 AC) (OR 1996-1870, 1861)

Parcel ID: 2311-312-0003-000-0

11 35 39 THE S 1269.37 FT OF THE W 1/2 OF SE 1/4 OF SW 1/4 - LESS S 56.50 FT FOR CANAL (19.42 AC) (OR 2275-1109)

Parcel ID: 2314-120-0000-000-9

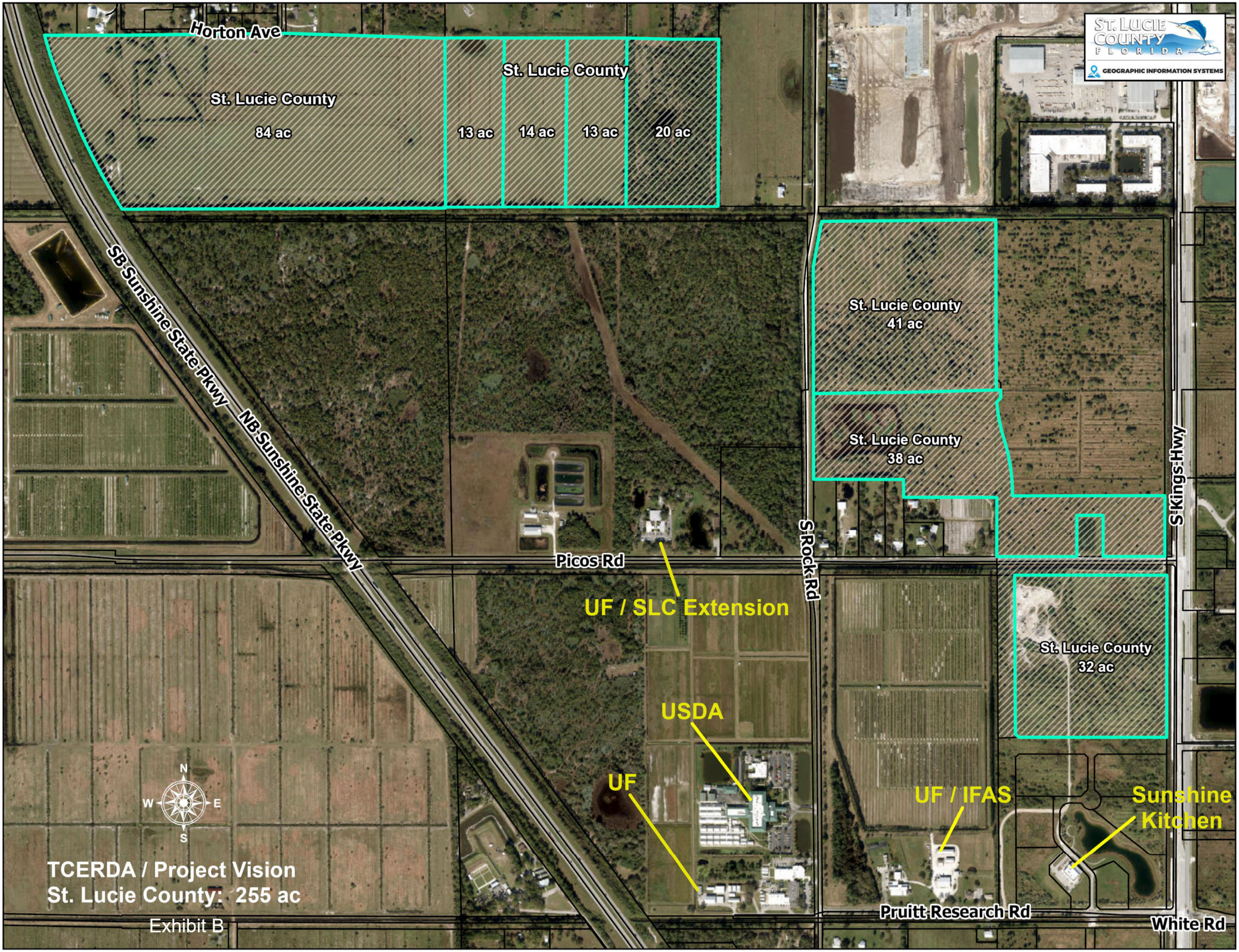
14 35 39 NW 1/4 OF NE 1/4 - LESS W 10 FT AND LESS N 53 FT AND LESS TRIANGULAR SHAPED PARCEL AS IN OR 101-50 - (40.58 AC) (OR 1961-2317)

Parcel ID: 2314-131-0000-000-3

14 35 39 E 1/2 OF SW 1/4 OF NE 1/4 - LESS N 452.44 FT OF S 542.44 FT - AND SE 1/4 OF NE 1/4 - LESS THAT PART OF SEC MPDAF: FROM SE COR OF NE 1/4 OF SEC RUN S 89 44 25 W ALG S LI OF NE 1/4 580.06 FT, TH N 00 15 34 W 90 FT TO POB, TH S 89 44 25 W 200 FT, TH N 15 34 W 315 FT, TH N 89 44 25 E 200 FT, TH S 00 15 34 E 315 FT TO POB - AND NW 1/4 OF SW 1/4 OF NE ¼ - LESS RD AND CANAL RS/W - AND LESS THAT PART OF SE 1/4 AS IN OR 3279-2965 - AND LESS ADDL RD R/W MPDAF: BEG INT OF WLY RD R/W LI OF KINGS HWY AND NLY RD R/W LI OF PICOS RD, TH S 89 43 44 W ALG NLY R/W LI 24.97 FT TO CURVE CONC NW, R OF 25 FT, TH NELY ALG ARC 39.24 FT TO WLY RD R/W LI OF KINGS HWY, TH S 00 12 19 E ALG R/W LI 24.97 FT TO POB (37.69 AC - 1,641,642 SF) (OR 1961-2323; 1896-1715: 1961-2373 : 1961-2343)

Parcel ID: 2314-800-0002-000-0

TREASURE COAST RESEARCH & EDUCATION PARK - CORE CAMPUS (PB 68-27) - QUAD IB (32.43 AC - 1,412,651 SF)


Horton Ave
St. Lucie County
84 ac
St. Lucie County
13 ac
14 ac
13 ac
20 ac
SB Sunshine State Pkwy
NB Sunshine State Pkwy
St. Lucie County
41 ac
St. Lucie County
38 ac
S Kings Hwy
S Rock Rd
Picos Rd
UF / SLC Extension
St. Lucie County
32 ac
USDA
UF
UF / IFAS
Sunshine Kitchen
Pruitt Research Rd
White Rd
N
W
E
S
TCERDA / Project Vision
St. Lucie County: 255 ac
Exhibit B

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: INTERLOCAL AGREEMENT BETWEEN ST. LUCIE COUNTY, TREASURE COAST EDUCATION RESEARCH AND DEVELOPMENT AUTHORITY (TCERDA), FORT PIERCE UTILITIES AUTHORITY (FPUA) AND THE CITY OF FORT PIERCE

CAO RLS FILE: RLS 24-212

DATE: JUNE 11, 2024

I have reviewed the above Request for Legal Services (RLS) related to the First Amendment to the Interlocal Agreement between St. Lucie County, Treasure Cost Education Research and Development Authority (TCERDA), the Fort Pierce Utilities Authority, and the City of Fort Pierce has not been provided. The background intent and information for the amendment to the Interlocal Agreement has not been provided to this Office. Therefore, this Office does not take a position as to whether this amendment accomplishes the intended goal.

This is a resubmission to RLS 24-13. Please refer to the Memorandum for RLS 24-13 for further information and interpretation from this Office. You should be aware there are significant changes in the language from the First Amendment provided in RLS 24-13 to this iteration of the First Amendment. This includes the following:

1. Language has been stricken indicating the annexation agreements that are to be signed are on a "parcel by parcel basis as that parcel needs water and wastewater service." Therefore, the annexation agreements will not be tied to the need for water and wastewater services.

2. Exhibits have been added to identify only specific parcels the County will not object to the City annexing. Please note, it is not clear the status of any other parcels subject to the original Interlocal Agreement within the Research Park not included on the Exhibits that have not been annexed and how they would be affected, if such parcels exist. As currently written, if those parcels exist, they will no longer be covered by the Interlocal Agreement annexation conditions. This could prove problematic.

3. The City cannot annex the identified parcels sooner than two (2) years from the date of the First Amendment. It should be noted the original Interlocal Agreement stated ten (10) years, which would have expired. By entering into this First Amendment, the City would now have to wait two (2) years for the listed parcels that it does not currently have to wait to annex.

With the above understanding and the above being your intent, the amended Agreement is approved as to legal form and correctness. If the above is not your intent, please let me know so we can determine how to amend the First Amendment further.

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

Thank you.
SH/mm

CITY OF FORT PIERCE

PLANNING DEPARTMENT

REBECCA GROHALL, AICP, PLANNING MANAGER
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

TO: Robert Bradshaw, City Manager
Nicholas Mimms, Deputy City Manager

FROM: Rebecca Grohall, Planning Manager rg

RE: Annexation Update Regarding the TCERDA Interlocal Agreement

DATE: February 20, 2015

In response to the request from the February Conference Agenda, I have reviewed the TCERDA Interlocal Agreement. I have read through both the TCERDA Interlocal Agreement and its companion document, the Interlocal Agreement between St. Lucie County (SLC), TCERDA and Fort Pierce Utility Authority (FPUA).

In neither document do I see the ability to utilize those parcels for the purposes of contiguity.

I will be happy to meet with either of you to discuss this inquiry further. I have attached the documents for your reference.

JOSEPH E. SMI[illegible]LERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3533073 11/15/2010 at 05:09 PM
OR BOOK 3245 PAGE 1100 - 1118 Doc Type: AGR
RECORDING: $163.00

C10-06-557

INTERLOCAL AGREEMENT

THIS IS AN AGREEMENT made and entered into this 1st day of June, 2010, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County"), the **TREASURE COAST EDUCATION, RESEARCH AND DEVELOPMENT AUTHORITY**, an authority established pursuant to Chapter 159, Florida Statutes (the "TCERDA"), the **FORT PIERCE UTILITIES AUTHORITY**, an authority created and established by the City Commission of the City of Fort Pierce, Florida (the "FPUA"), and the **CITY OF FORT PIERCE**, a municipality organized under the laws of the State of Florida (the "City").

WHEREAS, the County owns property within the Treasure Coast Research Park (the "Park") as identified in Exhibit "A" and graphically depicted on the map attached as Exhibit "B", and

WHEREAS, the St. Lucie County School District ("District") and the Trustees of the Internal Improvement Trust Fund ("TIITF") also own property within the Park; and

WHEREAS, TCERDA leases property in the Park from the County and operates the Park pursuant to Chapter 159, Florida Statutes; and

WHEREAS, in order to develop the Park, water and wastewater service must be provided; and

WHEREAS, part of the Park is located in FPUA's retail service area and FPUA has the capability to provide water and wastewater service to the Park; and

WHEREAS, as a prerequisite for the County and TCERDA to use the FPUA utility services, the City requires the County to enter into a Voluntary Annexation Agreement, a copy of said Agreement being attached hereto and incorporated by reference herein; and

WHEREAS, in order for the Park to be successful, the Park must be competitive economically; and

WHEREAS, to ensure the Park's success, the County represents that it has:

- previously invested over $10 million in acquiring land needed for the development of the park; and

- budgeted $4.2 million to pay for infrastructure needed to develop the Park; and

WHEREAS, the County intends to spend the $4.2 million for infrastructure improvements in the Park upon completion of the Agreement.

NOW, THEREFORE, FPUA, County, TCERDA and City hereby agree and covenant on the terms and conditions hereinafter stated.

1. **GENERAL.**

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and other than those contained in the Annexation Agreement attached hereto. This Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

2. **WATER AND WASTEWATER SERVICE.**

The FPUA agrees that it shall provide water and wastewater service to parcels in the Park under the terms and conditions of the attached Agreement.

3. **CONDITIONS OF ANNEXATION.**

If required by the City, the County agrees to sign the City's standard annexation agreement on a parcel by parcel basis as that parcel needs water and wastewater service. For the purpose of this Agreement, the term "parcel" means individual parcels as leased by TCERDA to tenants approved by TCERDA. The City agrees that the City will not exercise any rights to annex the specific County-owned parcel referenced in the annexation agreement sooner than ten (10) years from the date that a certificate of occupancy is issued for a specific parcel. After ten (10) years from the date a certificate of occupancy is issued for a specific parcel, that parcel shall automatically be eligible for annexation and may be immediately annexed by the City upon request regardless of contiguity. The City shall only require the County to sign annexation agreements on County-owned parcels that are leased by TCERDA to a tenant approved by TCERDA requiring water and wastewater service. The City agrees to apply the same policy to those parcels within the Park that are owned by the District and TIITF. The City further agrees to offer to enter into agreements similar to this Agreement with the District and TIITF within six months from the date of this Agreement. The offer shall remain open for a period of five (5) years from the date it was made. The City agrees to modify annexation agreements for parcels within the Park upon which buildings and improvements have been constructed that are in effect on the date this

Agreement becomes effective so that the City will not exercise any rights to annex those parcels within ten (10) years from the effective date of this Agreement.

If the City annexes a parcel within the Park into the jurisdiction of the City, the City agrees that it shall not prevent the operation of a Research Park without the express written consent of the County or unless the City is specifically required to do so by clear mandate of a State or Federal court or administrative agency.

Upon annexation, the City may consider utilizing economic development incentives such as ad valorem tax abatements on a case-by-case basis for targeted industries, to the extent the incentives are available. To the extent the City offers economic development incentives at the same time as the County, the County will meet or exceed the total economic development incentive package granted by the City to the extent those incentives are available through JGIG, impact fee waivers, ad valorem tax abatement, rent abatement, concurrency waivers and other incentives as appropriate.

The parties stipulate and agree that this agreement on behalf of the City with respect to the Conditions of Annexation is a material consideration for the County to enter into this Agreement and except for the City's agreement to the Conditions of Annexation, the County would not have entered into this Agreement.

4. **TERM.** The term of this Agreement shall begin upon approval of this Agreement by both the City and the County and shall terminate no later than fifty (50) years from the date of this Agreement. At the end of the term, any parcel within the Park not previously annexed shall automatically be eligible for annexation and may be immediately annexed by the City upon request regardless of contiguity. If at any time during the term of this Agreement the County conveys a parcel within the Park to a non-public entity, said parcel shall also be eligible to be annexed within the City regardless of contiguity.

5. **NOTICE.**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to County:

St. Lucie County Administrator
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

Public Works Director
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If to City:

Fort Pierce City Manager
City of Fort Pierce, City Hall
Post Office Box 1480
Fort Pierce, Florida 34954

With a copy to:

Fort Pierce City Attorney
City of Fort Pierce, City Hall
Post Office Box 1480
Fort Pierce, Florida 34954

If to FPUA:

Director of Utilities
Fort Pierce Utilities Authority
206 South Sixth Street
Fort Pierce, Florida 34950

With a copy to:

FPUA Attorney
Fort Pierce Utilities Authority
206 South Sixth Street
Fort Pierce, Florida 34950

If to TCERDA:

Executive Director
Indian River Research & Education Center
University of Florida - IFAS
2199 South Rock Road
Fort Pierce, Florida 34945

With a copy to:

R.I. MacLaren, Esq.
Post Office Drawer 40
Boca Raton, Florida 33429-9974

6. **ASSIGNMENT.**

Neither party shall assign this Agreement to any other persons or firm without first obtaining the other parties' approval.

7. **FILING.**

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Chairman

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
County Attorney

ATTEST:

_____
Secretary

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chair

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
FPUA Attorney

ATTEST:

_____
City Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
City Attorney

TREASURE COAST EDUCATION, RESEARCH AND DEVELOPMENT AUTHORITY

BY: _____
Chairman

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
Attorney

LEGAL DESCRIPTION
DUNN PARCEL

Tract #1:

The NW 1/4 of the NE 1/4 of Section 14, Township 35 South, Range 39 East, less the West 10 feet and less the North 53 feet and a parcel of land lying in the NE 1/4 of Section 14, Township 35 South, Range 39 East, described as follows: From the 1/4 corner of the North line of said Section 14, run South 00°43'30" East along the 1/4 line a distance of 53.0 feet to a point on the South right of way line of Canal #46 of the North St. Lucie River Drainage District; then run North 89°49'55" East along said right of way line a distance of 10.0 feet to the point of beginning; thence continue North 89°49'55" East along said right of way line a distance of 70.84 feet; thence run South 10°14'55" West a distance of 366.35 feet to a point on the East right of way line of Coolidge Road, said point being 10 feet perpendicular distance from the 1/4 Section line; thence North 00°43'30" West along said East right of way line a distance of 394.5 feet to the point of beginning, St. Lucie County, Florida.

Tract #2:

The NE 1/4 of the NE 1/4 of Section 14, Township 35 South, Range 39 East, EXCEPTING therefrom rights of way for public roads and drainage canals, said land lying and being in St. Lucie County, Florida.

Tract #3:

The E 1/2 of the SW 1/4 of the NE 1/4 of Section 14, Township 35 South, Range 39 East, LESS the North 263 feet of the South 353 feet, AND the SE 1/4 of the NE 1/4 of Section 14, Township 35 South, Range 39 East, less the North 263 feet of the South 353 feet, and the SE 1/4 of the NE 1/4 of Section 14, Township 35 South, Range 39 East, less road and canal rights-of-way, containing 53.75 acres, more or less.

AND

NW 1/4 of the SW 1/4 of the NE 1/4 of Section 14, Township 35 South, Range 39 East, LESS the West 10 feet for road right-of-way, containing 10.59 acres, more or less.

LESS AND EXCEPT:

A parcel of land located in Section 14, Township 35 South, Range 39 East, St. Lucie County, Florida; said parcel being more particularly described as follows:

The North 41' feet of the South 90' feet of the Southeast 1/4 of the Northeast 1/4 of said Section 14, Township 35 South, Range 39 East, St. Lucie County, Florida, less and except the East 104' feet for canal and road right of way.

AND ALSO LESS AND EXCEPT:



A parcel of land located in Section 14, Township 35 South, Range 39 East, St. Lucie County, Florida; said parcel being more particularly described as follows:

Commence at the Southeast corner of the NE 1/4 of Section 14, Township 35 South, Range 39 East; thence S 89°44'25" W along the south line of the Northeast 1/4 a distance of 580.06' feet; thence N 00°15'34" W a distance of 90.00' feet to the Point of Beginning; thence S 89°44'25" W a distance of 200.00' feet; thence N 00°15'34" W a distance of 315.00' feet; thence N 89°44'25" E a distance of 200.00' feet; thence S 00°15'34" E a distance of 315.00' feet to the Point of Beginning.

AND ALSO LESS AND EXCEPT:

The North 189.44 feet of the South 542.44 feet of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 lying and being in Section 14, Township 35 South, Range 39 East, St. Lucie County, Florida.

BOLIN PARCEL

PARCEL 1:

The East 14.0 acres of the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 35 South, Range 39 East, St. Lucie County, Florida, less rights-of-way for public roads and drainage canals.

PARCEL 2:

The West 14.0 acres of the East 28 acres of the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 35 South, Range 39 East, St. Lucie County, Florida, less rights-of-way for public roads and drainage canals.

PARCEL 3:

The Southwest 1/4 of the Southwest 1/4 of Section 11, Township 35 South, Range 39 East, St. Lucie County, Florida, less rights-of-way for public roads and drainage canals and further less and except the East 28 acres thereof.

PARCEL 4:

The North 100 feet of that parcel described as the South 1/2 of the South 1/2 of Section 10, Township 35 South, Range 39 East, lying East of the Sunshine State Parkway; said lands lying and being in St. Lucie County, Florida, excepting there from all rights-of-way for public roads and drainage canals.

PARCEL 5:

The South 1/2 of the South 1/2 of Section 10, Township 35 South, Range 39 East, lying East of the Sunshine State Parkway; said lands lying and being in St. Lucie County, Florida, excepting there from all rights-of-way for public roads and drainage canals; less and excepting there from the North 100 feet thereof.

DONES PARCEL

The South 1269.37 feet of the West 1/2, of the Southeast 1/4, of the Southwest 1/4, of Section 11, Township 35 South, Range 39 East, St. Lucie County, Florida.

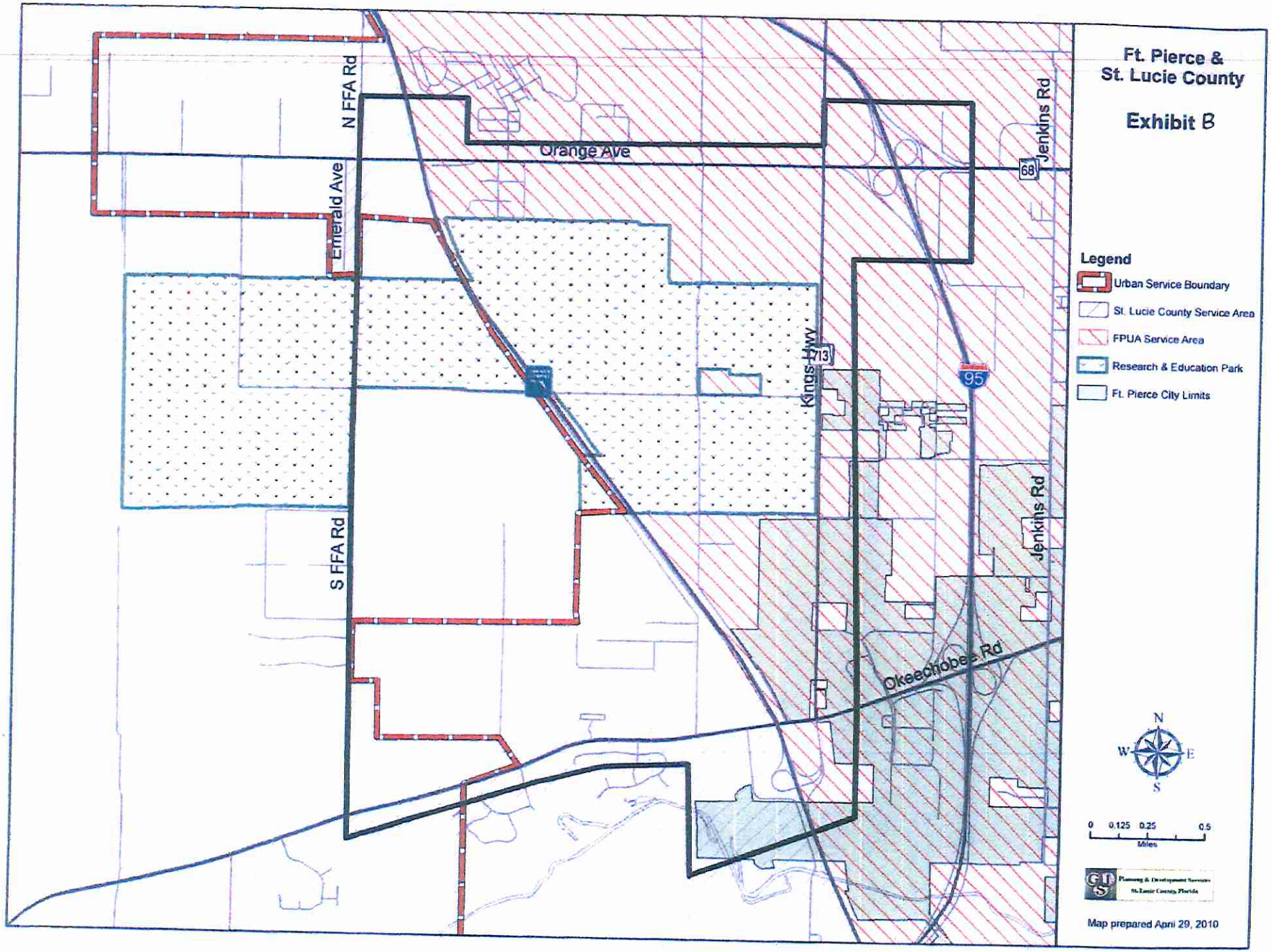
LESS AND EXCEPT the South 56.50 feet for drainage rights-of-way.

IFAS PARCEL

The South 251.20 feet of the NE 1/4 of the SE 1/4 of the NW 1/4 and the SE 1/4 of the SE 1/4 of the NW 1/4 of Section 14, Township 35 South, Range 39 East. Less and except the East 70.00 Feet thereof for "Rock Road" / "Coolidge Road" right of way and less and except the South 90.00 Feet thereof for "Picos Road" right of way.

HISTORIC POOR FARM PARCEL

The East half of the Southeast quarter, and the South half of the Southeast quarter of the Northeast quarter of Section Fourteen (14), Township Thirty-five (35) South and Range Thirty-nine (39) East containing one hundred acres, more or less.


Ft. Pierce &
St. Lucie County
Exhibit B
Legend
Urban Service Boundary
St. Lucie County Service Area
FPUA Service Area
Research & Education Park
Ft. Pierce City Limits
N FFA Rd
S FFA Rd
Emerald Ave
Orange Ave
Kings Hwy
Jenkins Rd
Okeechobee Rd
68
713
95
N
W
E
S
0 0.125 0.25 0.5
Miles
Map prepared April 29, 2010

RETURN TO: R.N. KOBLEGARD, ..., ESQ., CH BOX 145 This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): _____	ANNEXATION AGREEMENT INDIVIDUAL
To: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	_____ Location Address _____ Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

THE ABOVE-DESCRIBED PROPERTY IS/IS NOT THE HOMESTEAD OF THE GRANTOR. THE GRANTOR RESIDES AT

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, hereunto set hand and seal this _____ day of _____, 2010.

Signed, sealed and delivered in our presence as witnesses:

_____ *Witness Signature*	_____ *Signature*
_____ Printed Witness Signature	_____ Printed Signature
	_____ Address
_____ *Witness Signature*	_____ City, State, Zip
_____ Printed Witness Signature	_____ *Signature*
	_____ Printed Signature
STATE OF FLORIDA COUNTY OF ST. LUCIE	_____ Address
	_____ City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared , known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL	Witness my hand and official Seal in the County and State last aforesaid this _____ day of _____, A.D. 2010. _____ Notary Signature _____ Notary Printed Signature

ATTACHMENT TO TCERDA AGREEMENT
Dated: June 1, 2010

INTERLOCAL AGREEMENT BETWEEN ST. LUCIE COUNTY, TREASURE COAST EDUCATION, RESEARCH AND DEVELOPMENT AUTHORITY AND FORT PIERCE UTILITIES AUTHORITY (TCERDA UTILITY IMPROVEMENTS)

THIS AGREEMENT made and entered into this 28th day of September, 2010, by and between **ST. LUCIE COUNTY** ("COUNTY"), a political subdivision of the State of Florida, **TREASURE COAST EDUCATION, RESEARCH AND DEVELOPMENT AUTHORITY** ("TCERDA"), a research and development authority designated under Chapter 159, Part V, Florida Statutes, and **FORT PIERCE UTILITIES AUTHORITY ("FPUA")**, a utility authority created as a part of the government of the City of Fort Pierce, Florida under the Charter of the City of Fort Pierce, hereinafter referred to as "the PARTIES".

WHEREAS, COUNTY and TCERDA require additional utility infrastructure to support the TCERDA master planned facilities located in the vicinity of Rock Road and Picos Road as shown on the attached map; and,

WHEREAS, COUNTY and TCERDA desire FPUA to design and construct the Water System and Wastewater System Improvements necessary to support the TCERDA master planned facilities at the Research Park, hereinafter referred to as "PROJECT"; and,

WHEREAS, COUNTY, CITY, FPUA, and TCERDA entered into an Interlocal Agreement dated June 1, 2010, regarding annexation and development of the TCERDA master planned facilities (the "CITY Interlocal Agreement").

WHEREAS, the PARTIES desire to enter into this Interlocal Agreement to provide for the design, permitting, inspection, and construction of the PROJECT.

NOW, THEREFORE, the PARTIES hereby agree and covenant on the terms and conditions hereinafter stated:

1. **GENERAL.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes and the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

2. **PROJECT DESCRIPTION.** The COUNTY and TCERDA require additional water and wastewater capacity at the TCERDA Research Park which will require the construction of additional water and sewer facilities. The water improvements consist of approximately 5,300 lineal feet of 12-inch water main in Rock Road from Pruitt Research Road to Okeechobee Road, and the wastewater improvements consist of approximately 5,400 lineal feet of 8-inch force main in Rock Road or in a new TCERDA master plan road east of Rock Road from Picos Road to Orange Avenue, (collectively "the PROJECT").

A. Service Contingency - The COUNTY understands that at the execution of this Agreement, the FPUA wastewater system has capacity available for initial service a total of 100 Equivalent Residential Connections (ERC). FPUA will make this capacity available to the COUNTY, but no capacity is reserved until Capital Improvement Charges are paid. The capacity available is not guaranteed but will be determined based on conditions in the existing FPUA wastewater system at the time of request for connection of developments within the TCERDA Research Park. Build-out capacity for the TCERDA Research Park shall be contingent upon:

1. Construction of approximately 6,700 lineal feet of 16-inch force main along Orange Avenue from Jenkins Road to 39th Street

No further capital backbone system improvements will be required for initial service.

3. **COUNTY RESPONSIBILITIES.** COUNTY's responsibilities under this Agreement are as follows:

A. COUNTY shall be responsible for all Contractor costs and easement acquisition costs associated with construction of the PROJECT.

B. COUNTY shall provide the funds to facilitate the construction of the PROJECT. The estimated construction cost of the water improvements is $373,000 and

the estimated construction cost of the wastewater improvements is $422,000. Payment by the COUNTY to FPUA for the full $795,000 shall be due and payable within 30 days prior to the scheduled start of construction. The above costs do not include easement acquisition costs.

C. COUNTY shall assist FPUA in obtaining all permits necessary for the PROJECT.

D. COUNTY shall review and approve the construction plans prior to the start of construction of the PROJECT.

E. No utility connections are proposed under this PROJECT. In the future, the party requesting service shall be responsible for all capital improvement charges for any service connections to the FPUA water and wastewater systems for their developments in the PROJECT area or Research Park.

F. Annexation of parcels within the PROJECT shall be in accordance with policies established in the CITY Interlocal Agreement between St. Lucie County, TCERDA, Fort Pierce Utilities Authority, and the City of Fort Pierce.

4. **FPUA RESPONSIBILITIES**. FPUA's responsibilities under this Agreement are as follows:

A. FPUA and/or its consultant shall design and permit the PROJECT as agreed upon by the parties at its sole cost. The design and construction of the PROJECT will be done in accordance with all applicable, standard FPUA policies and procedures.

B. FPUA will obtain any permits or easements required for the PROJECT. FPUA will not be required to expend funds for acquisition of easements.

C. FPUA will utilize its Unit Price Contractor to facilitate construction of the PROJECT.

D. FPUA and/or its contractors will coordinate with COUNTY and TCERDA and complete all construction of the PROJECT within 180 days after the receipt of funds from the COUNTY.

E. FPUA shall administer the PROJECT to install the improvements including providing project administration, inspection during construction, shop drawing

approvals, change order approvals, project certification, and production of record drawings.

F. Upon completion of the PROJECT and acceptance of ownership of the PROJECT by FPUA, FPUA shall be responsible for the operation and maintenance of the facilities.

G. FPUA shall provide a Final Estimated Cost for the construction of the PROJECT to COUNTY for approval. Any unexpected costs incurred during the construction of the PROJECT beyond the Final Estimated Cost shall be the responsibility of COUNTY. Unexpected costs are those costs that could not have been reasonably foreseen by FPUA or its contractors.

H. FPUA will refund to COUNTY the funds remaining after the completion of the project within 90 calendar days after completion of construction by the Contractor of the PROJECT.

5. **TCERDA RESPONSIBILITIES.** TCERDA's responsibilities under this Agreement are as follows:

A. TCERDA shall complete the master planning process for the PROJECT, including final determination of locations for primary roads and utility corridors and estimates of build out water and wastewater flows.

B. If master plan water and wastewater mains are to be located in new master plan roads, TCERDA shall provide FPUA with survey information on the roads including any construction surveying from initial grading of the roads and final design grades of the roads and adjacent right-of-way.

C. TCERDA or the COUNTY may require its consultants to review and provide comments on FPUA's construction plans and may also review the work performed by FPUA's contractors during construction. Any delays or additional costs caused by such review and their sole responsibility unless such review discloses error or omissions.

6. **MUTUAL AGREEMENT**. The PARTIES agree as follows:

A. That COUNTY, TCERDA and FPUA will coordinate project design, construction, and construction inspection in a joint effort to insure timely completion of all work. The parties will agree to a PROJECT schedule prior to disbursement of funds. TCERDA or the COUNTY shall have the right to request information on, and conduct a review of, FPUA's construction costs.

B. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereof, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.

C. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party and recorded in the public records of St. Lucie County.

D. The parties agree that upon the written consent and approval of the PARTIES this Agreement may be amended in the future to provide for the installation of additional utilities to benefit the Research Park.

7. **TERMINATION**. Either the COUNTY or FPUA may terminate this Agreement upon sixty (60) days prior written notice to the other party provided, however, that the COUNTY's right to reimbursement for monies advanced to FPUA for the PROJECT, less any outstanding payments due to the Contractor for materials purchased or work completed up to the time of termination, shall survive any termination.

8. **NOTICE**. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to COUNTY:
St. Lucie County Administrator
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a copy to:
St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

And
If to TCERDA:
Executive Director
Treasure Coast Education, Research,
and Development Authority

With a copy to:
Robert I. MacLaren, II, Esquire
Osborne & Osborne
798 South Federal Highway

2199 South Rock Road
Fort Pierce, Florida 34945

Boca Raton, FL 33434-6114

If to FPUA:
Utilities Director
Fort Pierce Utilities Authority
113 N. 2nd Street
Fort Pierce, Florida 34950

With a copy to:
FPUA Attorney
P.O. Box 3191
Fort Pierce, Florida 34948

9. **INDEMNIFICATION.** Each Party is responsible for all personal injury and property damage to the extent attributable to the negligent acts or omissions of that Party and the officers, employees, and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any Party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreement between the parties with respect hereto. This Agreement may only be amended by a written document, properly authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

11. **FILING.** This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes, prior to becoming effective.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials.

THE NEXT PAGE IS THE SIGNATURE PAGE

ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Chairman

APPROVED AS TO FORM AND
LEGAL CORRECTNESS:

BY: _____
County Attorney

ATTEST:

Secretary

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
FPUA Attorney

ATTEST:

_____
Secretary

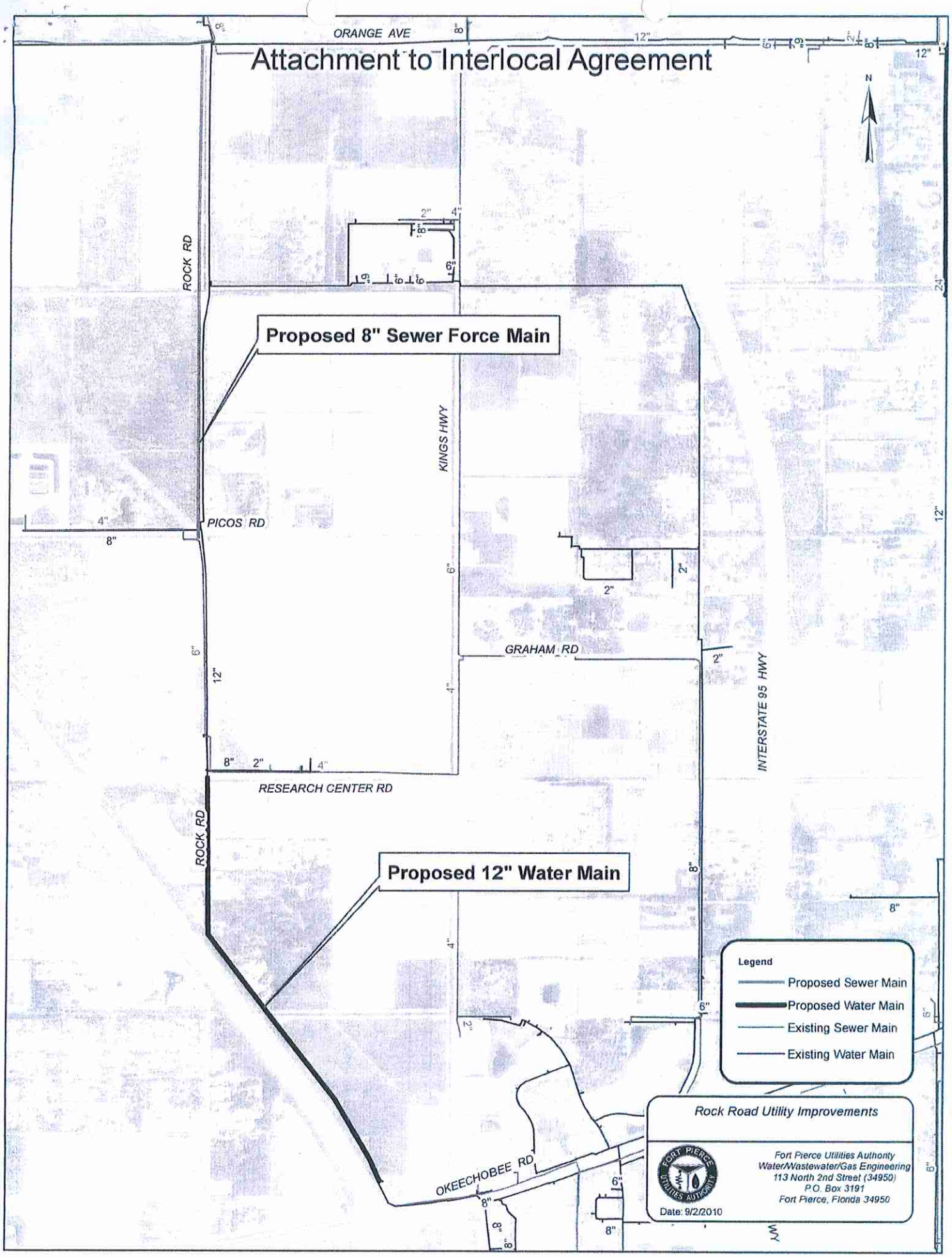
TREASURE COAST EDUCATION, RESEARCH,
AND DEVELOPMENT AUTHORITY

BY: _____
Chair

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
TCERDA Attorney

Attachment to Interlocal Agreement



CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Cassandra Steele, City Clerk

FROM: Robert V. Schwerer, City Attorney

SUBJECT: Interlocal Agreement – Treasure Coast Research Park (TCERDA)

DATE: July 5, 2012

Attached are originals of the TCERDA Interlocal Agreements which have been recorded in the Public Records of St. Lucie County, consisting of the following

1. Interlocal Agreement between St. Lucie County, Treasure Coast Education Research and Development Authority and Fort Pierce Utilities Authority (TCERDA Utility Improvements) dated September 28, 2010 and recorded at OR Book 3245, Page 1119.

2. Interlocal Agreement between St. Lucie County, Treasure Coast Education Research and Development Authority, Fort Pierce Utilities Authority, and City of Fort Pierce dated June 1, 2010 and recorded at OR Book 3245, Page 1100.

Please let me know if you have any questions.

Robert V. Schwerer, Esq.
City Attorney

/mlp
Attachment

BOARD OF COUNTY COMMISSIONERS

ST. LUCIE COUNTY FLORIDA

COUNTY ATTORNEY

Daniel S. McIntyre

Heather Young — ASSISTANT COUNTY ATTORNEY
Katherine Davis Barbieri — ASSISTANT COUNTY ATTORNEY
Heather Sperrazza Lueke — ASSISTANT COUNTY ATTORNEY

November 23, 2010

RECEIVED
NOV 30 2010

Robert V. Schwerer, Esquire
Fort Pierce City Attorney
City Hall
P. O. Box 1480
Fort Pierce, Florida 34954

R.N. Koblegard III, Esquire
200 South Indian River Drive, Suite 201
Fort Pierce, Florida 34950

RE: **TCERDA Interlocal Agreements - Utility Improvements; Annexation**

Gentlemen:

Enclosed is an original of each of the referenced Interlocal Agreements which have been recorded in the public records of St. Lucie County.

Sincerely,

Daniel S. McIntyre
County Attorney

DSM/caf
Enclosures
Copy to: Executive Director, TCERDA
Contracts Coordinator

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

Meeting Date: 08/05/2024

Re: Request Approval of a Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Agreement for a City of Fort Pierce Comprehensive Vulnerability Assessment

Submitted For: Tracy Telle, Assistant City Engineer, Engineering

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SUBJECT:

Approval to enter into an agreement with the Florida Department of Environmental Protection (FDEP) for a Resilient Florida Grant Agreement which is fully reimbursable for a City of Fort Pierce Comprehensive Vulnerability Assessment FDEP in the amount of $159,665.00.

SUMMARY:

The Florida Department of Protection (FDEP) Resilient Florida Program includes a selection of grants that are available to counties, municipalities, special districts with specific responsibilities, and regional resilience entities. The program was created to help coastal and inland communities plan for the impacts of climate change, including flooding and sea level rise. The Resilient Florida Program offers grants for community planning as well as grants to implement projects that adapt critical assets to risks associated with flooding and sea level rise. Communities that have yet to perform a vulnerability assessment pursuant to statutory requirements will be prioritized for funding. Local governments are eligible to apply for project implementation funding after conducting a vulnerability assessment, evaluation, report, or other similar document that demonstrates a risk of flooding or risks due to sea level rise to a critical asset or the project area.

The City of Fort Pierce was awarded a FDEP Resilient Florida Grant to complete a Comprehensive Vulnerability Assessment (VA) in the amount of $159,655.00. The City strives to improve the water quantity conveyance, water quality discharges and relieve spot flooding throughout the City. In 2005, the City prepared a Stormwater Master Plan which identified locations within the City that did not meet the City’s stormwater level of service standard relative to conveyance, water quality and flooding. The City desires to prepare a Stormwater Master Plan(SWMP) update to reassess the City’s stormwater infrastructure to include a vulnerability assessment pursuant to Florida Statute 380.093. The vulnerability assessment is to identify or address risks of inland or coastal flooding and sea level rise.

The completion of the Comprehensive Vulnerability Assessment will be pursued through a Specific Authorization with Kimley-Horn and Associates, who completed the City's 2005 Citywide Stormwater Master Plan (SWMP). The 2005 SWMP is in need of updating and the Vulnerability Assessment through the Resilient Florida Grant is the first step in updating the SWMP.

FDEP has specified that the Grant Agreement is to be executed and returned within 60-days of the email notification dated June 27th, 2024. Additionally, the grant tasks have specific completion due dates beginning January 31, 2025 with the final Comprehensive Vulnerability Assessment Report due March 31, 2026.

RECOMMENDATION:
Staff recommends approval of the grant agreement.

ALTERNATIVES:
Deny and forego pursuing available grant funding.

RESPONSIBLE STAFF:
Engineering Department

COORDINATED WITH:
Florida Department of Environmental Protection (FDEP)

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	25/26
Account:	See Below
Amount:	$159,665.00

FISCAL IMPACT:
The FDEP Resilient Florida Grant is a fully reimbursable grant in the amount of $159,665.00. SMU Account 403-4300-534900.

Attachments

FDEP Vulnerability Grant Agreement
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/25/2024 01:46 PM
City Manager	Nick Mimms	07/26/2024 11:23 AM
Form Started By: Venetia Barnes		Started On: 07/19/2024 01:59 PM
Final Approval Date: 07/26/2024		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

City of Fort Pierce Comprehensive Vulnerability Assessment

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Fort Pierce** Entity Type:

Grantee Address: FEID:

(Grantee)

3. Agreement Begin Date: Date of Expiration:

4. Project Number: *(If different from Agreement Number)* Project Location(s):

Project Description:

5. Total Amount of Funding:

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$

6. Department's Grant Manager

Name: _____ or successor

Address: _____

_____

_____

Phone: _____

Email: _____

Grantee's Grant Manager

Name: _____ or successor

Address: _____

_____

_____

Phone: _____

Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☐ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☐ Attachment 2: Special Terms and Conditions
☐ Attachment 3: Grant Work Plan
☐ Attachment 4: Public Records Requirements
☐ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☐ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☐ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

GRANTEE

By _____

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, Veronica Emata

_____

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN31
CITY OF FORT PIERCE COMPREHENSIVE VULNERABILITY ASSESSMENT
ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Fort Pierce Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN31

ATTACHMENT 3

PROJECT TITLE: City of Fort Pierce Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in Fort Pierce within St. Lucie County, Florida.

PROJECT DESCRIPTION:
The City of Fort Pierce (Grantee) will complete the City of Fort Pierce Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.).

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's

GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Identify Focus Areas

Description: The Grantee will identify focus areas following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **6.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **6.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **6.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 8: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;

- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes.

Task 9: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: The Grantee will provide a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s) and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding

Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	$0	$0	$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	$5,500	$0	$5,500	7/1/2023	1/31/2025
3	Acquire Background Data	Contractual Services	$20,000	$0	$20,000	7/1/2023	4/30/2025
4	Exposure Analysis	Contractual Services	$36,000	$0	$36,000	7/1/2023	10/31/2025
5	Sensitivity Analysis	Contractual Services	$36,000	$0	$36,000	7/1/2023	10/31/2025
6	Identify Focus Areas	Contractual Services	$20,000	$0	$20,000	7/1/2023	10/31/2025
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$35,000	$0	$35,000	7/1/2023	3/31/2026
8	Public Presentation	Contractual Services	$5,500	$0	$5,500	7/1/2023	3/31/2026
9	Local Mitigation Strategy	Contractual Services	$1,665	$0	$1,665	7/1/2023	3/31/2026
		Total:	**$159,665**	**$0**	**$159,665**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Programs	$159,665.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$159,665.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

    a. The copyright in any work developed under this Agreement; and
    b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

    "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 24PLN31

CITY OF FORT PIERCE COMPREHENSIVE VULNERABILITY ASSESSMENT

City of Fort Pierce

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 24PLN31

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number:

Project Title:

Grantee:

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements that include a comprehensive Vulnerability Assessment.

DEP Agreement Number: _____

Project Title: _____

Grantee: _____

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. When filling out the checklist, please provide the corresponding page number in the VA or, if the item is not applicable, an explanation as to why it is not applicable. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
A	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
B	☐	Geospatial data in an electronic file format.	
C	☐	GIS metadata.	
D	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset. Critical assets and regionally significant assets are as defined in subsection 380.093(2), F.S.	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
E	☐	Peril of Flood Comprehensive Plan amendments developed that address paragraph 163.3178(2)(f), F.S. (*if applicable*) ☐ Noncoastal community/Peril of Flood not required ☐ Already in compliance	

F	☐	Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water. (*if applicable*)	
G	☐	Analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(to the extent practicable)*	
H	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one, if applicable*) ☐ NOAA data ☐ FEMA data	
	H.1	☐ Initial storm surge event equals or exceeds current 100-year flood event. (*if applicable*)	
	H.2	☐ Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
I	☐	Rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(to the extent practicable but required if item e is noncoastal)*	
	I.1	☐ Future boundary conditions have been modified to consider sea level rise and high tide conditions. For rainfall-induced flood modeling, the model inputs for the 2040/2070 rainfall scenarios should use projected sea level rise/high tide conditions. *(if applicable)*	
	I.2	☐ Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is noncoastal)*	
J	☐	Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(to the extent practicable)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
K	☐	All analyses in North American Vertical Datum of 1988.	
L	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
M	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
N	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
	N.1	☐ Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges. Data may be taken from one such gauge if the gauge has a higher mean sea level. *(if checked, provide Department approval)*.	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VENETIA BARNES, STORMWATER ENGINEER MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CITY OF FORT PIERCE COMPREHENSIVE VULNERABILITY ASSESSMENT FDEP GRANT AGREEMENT

CAO RLS FILE: RLS 24-277

DATE: JULY 16, 2024

I have reviewed the above Request for Legal Services (RLS) related to a grant from the Florida Department of Environmental Protection. Paragraph 6 of the Agreement is missing the name of the Department's Grant Manager. With that correction, the Agreement 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. d.**

Meeting Date: 08/05/2024

Re: Approval of Continuing Services Contracts for Miscellaneous Professional Services Provider - BCER Engineering, Inc.

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to BCER Engineering, Inc., Melbourne, FL.

SUMMARY:

During the February 20, 2024, City Commission meeting, RFQ No. 2024-005 was awarded to twelve firms. These firms were selected as the city's Miscellaneous Professional Continuing Services providers. They are licensed professional consultants and will offer services in areas such as Architectural, Environmental Services, Facilities Engineering - MEP Services, Facilities Engineering - Structural, Hydrogeological, Landscape Architect, and Urban Planning.

The firms operate under regulations outlined in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA). They will provide advice, technical investigation, analysis, design, and other professional services to support all city departments for an initial term of one (1) year, with three (3) one-year renewal options.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager
Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CW, City Manager
Johnna Morris, Director of Finance

Fiscal Impact

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

OTHER INFORMATION:

No fiscal impact at this time. Each individual project will be presented on a project-by-project basis.

Attachments

Contract - BCER Engineering, Inc.

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/23/2024 12:08 PM
City Manager	Nick Mimms	07/23/2024 02:07 PM
Form Started By: Gelencia Carter		Started On: 07/22/2024 01:36 PM
Final Approval Date: 07/23/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: BCER Engineering, Inc.
6555 N. Wickham Rd, Suite 104
Melbourne, FL 32940
Attn: Robert M. Cordero, Principal-In-Charger

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

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

We will return a fully executed copy of the Contract Documents , to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
BCER ENGINEERING, INC.

BY: David Hughes

President
Title

06/24/2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and BCER Engineering, Inc., whose principal address is 6555 N. Wickham Road, Suite 104, Melbourne, FL 32940 hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

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

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

1. SERVICES

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

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

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

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

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

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

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

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

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

5. TIME OF PERFORMANCE

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

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

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

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

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

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

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

A. EVIDENCE OF INSURANCE

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

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

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

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

B. DESCRIPTION OF REQUIRED INSURANCE

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

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

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

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

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

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

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

2) Commercial General Liability Insurance.

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

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

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

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

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

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

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

3) Automobile Liability Insurance.

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

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

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

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

4) Professional Liability

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

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

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Additional Insured on the Commercial General Liability

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

13. INDEMNIFICATION

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

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

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

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

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

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

15. PUBLIC RECORDS

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

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

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

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

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

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

16. CONFLICT OF INTEREST

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

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

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

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

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

21. ATTORNEYS' FEES AND COSTS

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

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

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

26. ENFORCEMENT COSTS

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

27. AUTHORITY TO PRACTICE

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

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

28. SEVERABILITY

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

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

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

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

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

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

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

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

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

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

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

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
BCER Engineering, Inc.
6555 N. Wickham Rd, Suite 104
Melbourne, Florida 32940
Attn: Robert M. Cordero, Principal In-Charge

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

35. WAIVER

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

36. COMPLIANCE WITH LAWS

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

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

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

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

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

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

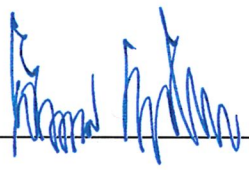
_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: 

Print: David Hughes

Title: President

Today's Date: 06/24/2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

DATE: June 24, 2024.

Official Address (Including Zip Code):

6555 N. Wickham Rd, Ste 104

Melbourne, FL 32940

By: _____
Name

David Hughes
Name (Typed or Printed)

President
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Colorado

COUNTY OF Jefferson

David Hughes, being first duly sworn, deposes and says:

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

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

BCER Engineering, Inc.
(Firm Name)

By: [signature]

Title: President

Subscribed and sworn to before me this 24th
day of , June 2024.

Penne T. Steidl
Notary Public

My Commission expires: (Seal)

June 16, 2027

PENNE T STEIDL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154023661
MY COMMISSION EXPIRES JUNE 16, 2027

Client#: 1088617 BCERENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: den.certficate@usi.com
INSURED BCER Engineering, Inc. 14143 Denver West Parkway, Suite 550 Golden, CO 80401	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Casualty Insurance Company — 29424 INSURER B : Hartford - WC Multiple Issuing Cos — 00914 INSURER C : Berkley Insurance Company — 32603 INSURER D : Nutmeg Insurance Company — 39608 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	34SBAAC4946	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 $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
D	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] Drive Oth Car	X	X	34UECAC2677	10/01/2023	10/01/2024	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 $10000	X	X	34XHUXR7662	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	34WECAU1CLR	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
C	Professional Liability Claims Made		X	AEC907088605	10/01/2023	10/01/2024	$5,000,000 per claim $5,000,000 annl aggr.	

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The General Liability and Umbrella/Excess (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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BUSINESS LIABILITY COVERAGE FORM

Form SS 00 08 04 05

© 2005, The Hartford

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

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

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

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Section **D.** LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:

1. The General Aggregate Limit under Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE applies separately to each of your "projects".
2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.
4. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".
5. The provisions of Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G.** LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Project" means "your work" at location(s) away from premises owned or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: **Endorsement Number:**
Effective Date: Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address:

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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

Meeting Date: 08/05/2024

Re: Approval of Continuing Services Contract for Miscellaneous Professional Services Provider - TLC Engineering Solutions, Inc.

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to TLC Engineering Solutions, Inc., Melbourne, FL.

SUMMARY:

During the February 20, 2024, City Commission meeting, RFQ No. 2024-005 was awarded to twelve firms. These firms were selected as the city's Miscellaneous Professional Continuing Services providers. They are licensed professional consultants and will offer services in areas such as Architectural, Environmental Services, Facilities Engineering - MEP Services, Facilities Engineering - Structural, Hydrogeological, Landscape Architect, and Urban Planning.

The firms operate under regulations outlined in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA). They will provide advice, technical investigation, analysis, design, and other professional services to support all city departments for an initial term of one (1) year, with three (3) one-year renewal options.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager
Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CW, City Manager
Johnna Morris, Director of Finance

Fiscal Impact

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

OTHER INFORMATION:

No fiscal impact at this time. Each individual project will be presented on a project-by-project basis.

Attachments

Contract - TLC Engineering Solutions

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/23/2024 12:08 PM
City Manager	Nick Mimms	07/23/2024 02:07 PM
Form Started By: Gelencia Carter		Started On: 07/22/2024 02:53 PM
Final Approval Date: 07/23/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: TLC Engineering Solutions, Inc.
7370 Cabot Court, Suite 103
Melbourne, FL 32940
Attn: Gary C. Krueger, Vice President/Executive Director

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

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

We will return a fully executed copy of the Contract Documents , to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
TLC ENGINEERING SOLUTIONS, INC.

BY: _____
JUSTIN MULHOLLAN

PRINCIPAL / REGIONAL DIRECTOR
Title

JUNE 25, 2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and TLC ENGINEERING SOLUTIONS, whose principal address is 7370 CABOT CT, STE 103, MELBOURNE, FL 32940 hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

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

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

1. SERVICES

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

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

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

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

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

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

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

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

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

5. TIME OF PERFORMANCE

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

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

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

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

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

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

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

A. EVIDENCE OF INSURANCE

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

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

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

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

B. DESCRIPTION OF REQUIRED INSURANCE

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

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

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

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

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

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

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

2) Commercial General Liability Insurance.

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

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

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

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

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

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

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

3) Automobile Liability Insurance.

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

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

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

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

4) Professional Liability

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

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

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Additional Insured on the Commercial General Liability

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

13. INDEMNIFICATION

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

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

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

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

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

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

15. PUBLIC RECORDS

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

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

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

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

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

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

16. CONFLICT OF INTEREST

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

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

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

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

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

21. ATTORNEYS' FEES AND COSTS

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

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

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

26. ENFORCEMENT COSTS

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

27. AUTHORITY TO PRACTICE

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

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

28. SEVERABILITY

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

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

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

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

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

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

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

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

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

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

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

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
TLC Engineering Solutions, Inc.
7370 Cabot Court, Suite 103
Melbourne, FL 32940
Attn: Gary Krueger, Vice President/Executive Director

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

35. WAIVER

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

36. COMPLIANCE WITH LAWS

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

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

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

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

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

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: JUSTIN MULHOLLAN

Title: PRINCIPAL / REGIONAL DIRECTOR

Today's Date: JUNE 25, 2024

TLCENGI-01 KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2024

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Fire Insurance Company of Hartford A(XV)	20478
INSURED TLC Engineering Solutions, Inc. 255 South Orange Avenue Suite 1600 Orlando, FL 32801	INSURER B : Continental Insurance Company A(XV)	35289
	INSURER C : HDI Specialty Insurance Company A+ XV	16131
	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:			4029282666	3/30/2024	3/30/2025	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			4029282778	3/30/2024	3/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6024385012	3/30/2024	3/30/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
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		4029282814	3/30/2024	3/30/2025	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	Professional Liab.			PID6461800S	3/30/2024	3/30/2025	Per Claim/Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

City of Fort Pierce and its officials, officers, and employees are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. General Liability, Automobile Liability, and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers
SEE ATTACHED ACORD 101

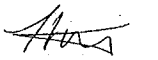
CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
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: TLCENGI-01 KSUTTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		TLC Engineering Solutions, Inc. 255 South Orange Avenue Suite 1600 Orlando, FL 32801
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
Compensation and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. Umbrella Liability coverage sits excess over General Liability, Automobile Liability, and Employers Liability coverage.

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

Meeting Date: 08/05/2024

Re: Approval of Continuing Services Contract for Miscellaneous Professional Services Provider - SGM Engineering, Inc.

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to SGM Engineering, Inc., Orlando, FL.

SUMMARY:

During the February 20, 2024, City Commission meeting, RFQ No. 2024-005 was awarded to twelve firms. These firms were selected as the city's Miscellaneous Professional Continuing Services providers. They are licensed professional consultants and will offer services in areas such as Architectural, Environmental Services, Facilities Engineering - MEP Services, Facilities Engineering - Structural, Hydrogeological, Landscape Architect, and Urban Planning.

The firms operate under regulations outlined in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA). They will provide advice, technical investigation, analysis, design, and other professional services to support all city departments for an initial term of one (1) year, with three (3) one-year renewal options.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager
Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CW, City Manager
Johnna Morris, Director of Finance

Fiscal Impact

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

OTHER INFORMATION:

No fiscal impact at this time. Each individual project will be presented on a project-by-project basis.

Attachments

Contract - SGM Engineering

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/23/2024 12:08 PM
City Manager	Nick Mimms	07/23/2024 02:07 PM
Form Started By: Gelencia Carter		Started On: 07/22/2024 03:22 PM
Final Approval Date: 07/23/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: SGM Engineering, Inc.
935 Lake Baldwin Lane
Orlando, FL 32814
Attn: Bobby Shahnami, President

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

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

We will return a fully executed copy of the Contract Documents , to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
SGM ENGINEERING, INC.

BY: _____

President
Title

6/25/2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and **SGM Engineering, Inc.,** whose principal address is **935 Lake Baldwin Lane, Orlando, FL 32814** hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

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

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

1. SERVICES

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

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

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

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

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

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

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

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

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

5. TIME OF PERFORMANCE

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

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

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

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

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

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

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

A. EVIDENCE OF INSURANCE

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

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

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

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

B. DESCRIPTION OF REQUIRED INSURANCE

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

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

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

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

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

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

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

2) Commercial General Liability Insurance.

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

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

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

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

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

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

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

3) Automobile Liability Insurance.

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

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

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

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

4) Professional Liability

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

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

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Additional Insured on the Commercial General Liability

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

13. INDEMNIFICATION

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

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

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

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

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

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

15. PUBLIC RECORDS

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

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

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

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

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

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

16. CONFLICT OF INTEREST

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

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

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

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

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

21. ATTORNEYS' FEES AND COSTS

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

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

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

26. ENFORCEMENT COSTS

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

27. AUTHORITY TO PRACTICE

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

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

28. SEVERABILITY

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

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

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

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

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

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

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

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

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

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

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

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
SGM Engineering, Inc.
935 Lake Baldwin Lane
Orlando, Florida 32814
Attn: Bobby Shahnami, President

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

35. WAIVER

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

36. COMPLIANCE WITH LAWS

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

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

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

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

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

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

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

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Bobby Shahnami

Title: President

Today's Date: 6/25/2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

DATE: June 25th, 2024.

Official Address (Including Zip Code):

935 Lake Baldwin Lane

Orlando, FL 32814

By: _____

Name

Bobby Shahnami

Name (Typed or Printed)

President

Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Orange

Bobby Shahnami, being first duly sworn, deposes and says:

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

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

SGM Engineering, Inc.
(Firm Name)

By: _____

Title: President

Subscribed and sworn to before me this 25th

day of , June 2024.

Sonette A. Negron
Notary Public

My Commission expires: (Seal)

SONETTE A. NEGRON
Notary Public, State Of Florida
Commission No. HH 219657
My Commission Expires: 1/24/2026

1/24/2026

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

Meeting Date: 08/05/2024

Re: Approval of Continuing Services Contract for Miscellaneous Professional Services Provider - Royal Consulting Services, Inc.

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to Royal Consulting Services, Inc., Longwood, FL.

SUMMARY:

During the February 20, 2024, City Commission meeting, RFQ No. 2024-005 was awarded to twelve firms. These firms were selected as the city's Miscellaneous Professional Continuing Services providers. They are licensed professional consultants and will offer services in areas such as Architectural, Environmental Services, Facilities Engineering - MEP Services, Facilities Engineering - Structural, Hydrogeological, Landscape Architect, and Urban Planning.

The firms operate under regulations outlined in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA). They will provide advice, technical investigation, analysis, design, and other professional services to support all city departments for an initial term of one (1) year, with three (3) one-year renewal options.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager
Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CW, City Manager
Johnna Morris, Director of Finance

Fiscal Impact

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

OTHER INFORMATION:

No fiscal impact at this time. Each individual project will be presented on a project-by project basis.

Attachments

Contract - Royal Consulting Svcs

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/23/2024 12:08 PM
City Manager	Nick Mimms	07/23/2024 02:07 PM
Form Started By: Gelencia Carter		Started On: 07/22/2024 04:23 PM
Final Approval Date: 07/23/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: Royal Consulting Services, Inc.
211 West Warren Avenue
Longwood, FL 32750
Attn: Brian L. Roy, PE, President

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

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

We will return a fully executed copy of the Contract Documents , to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
ROYAL CONSULTING SERVICES, INC.

BY: Brian T Roy

President
Title

6/26/2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and Royal Consulting Services, Inc., whose principal address is 211 West Warren Avenue, Longwood, FL 32750 hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

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

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

1. SERVICES

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

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

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

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

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

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

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

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

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

5. TIME OF PERFORMANCE

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

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

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

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

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

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

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

A. EVIDENCE OF INSURANCE

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

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

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

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

B. DESCRIPTION OF REQUIRED INSURANCE

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

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

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

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

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

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

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

2) Commercial General Liability Insurance.

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

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

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

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

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

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

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

3) Automobile Liability Insurance.

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

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

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

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

4) Professional Liability

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

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

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Additional Insured on the Commercial General Liability

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

13. INDEMNIFICATION

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

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

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

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

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

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

15. PUBLIC RECORDS

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

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

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

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

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

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

16. CONFLICT OF INTEREST

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

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

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

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

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

21. ATTORNEYS' FEES AND COSTS

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

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

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

26. ENFORCEMENT COSTS

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

27. AUTHORITY TO PRACTICE

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

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

28. SEVERABILITY

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

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

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

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

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

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

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

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

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

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

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

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
ROYAL CONSULTING SERVICES, INC.
211 West Warren Avenue
Longwood, Florida 32750
Attn: Brian L. Roy, P.E., President

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

35. WAIVER

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

36. COMPLIANCE WITH LAWS

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

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

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

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

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

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: Brian L Roy

Print: Brian L. Roy, P.E.

Title: President

Today's Date: 6/26/2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

DATE: June 26, 2024.

Official Address (Including Zip Code):

211 West Warren Avenue

Longwood, FL 32750

By: Brian L Roy
Name

Brian L. Roy, P.E.
Name (Typed or Printed)

President
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Seminole

Brian L. Roy, P.E., being first duly sworn, deposes and says:

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

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

Royal Consulting Services, Inc.
(Firm Name)

By: Brian L Roy

Title: President

Subscribed and sworn to before me this 26th
day of , June 2024.

Chantri Daise
Notary Public

My Commission expires: (Seal)

Notary Public State of Florida
Chantri Daise
My Commission HH 438101
Expires 8/27/2027

ROYACON-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2024

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 JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Co. (Travelers)	25623
INSURED Royal Consulting Services, Inc 211 W Warren Ave Longwood, FL 32750	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : RLI Insurance Company	13056
	INSURER D : Hudson Insurance Company	25054
	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	6803H161895	10/5/2023	10/5/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							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:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BA0R109987	10/5/2023	10/5/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	CUP5D009801	10/5/2023	10/5/2024	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	X	PSW0002097	8/1/2023	8/1/2024	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
D	Professional Liab			PRB 06 19 115013	10/5/2023	10/5/2024	Per Claim	2,000,000
D	Professional Liabili			PRB 06 19 115013	10/5/2023	10/5/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Miscellaneous Professional Continuing Services; RFQ No. 2024-005
City of Fort Pierce and its officials, officers, and employees are an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

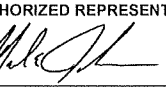
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2022

Insurance Company
RLI Insurance Company

Countersigned by Mark E Jackson

WC 00 03 13
(Ed. 4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

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name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

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(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

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(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

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.

For the purposes of Paragraph **1.** of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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

Meeting Date: 08/05/2024

Re: Approval of Continuing Services Contract for Miscellaneous Professional Services Provider - Cape Design Engineering, Co.

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to Cape Design Engineering, Co., Melbourne, FL.

SUMMARY:

During the February 20, 2024, City Commission meeting, RFQ No. 2024-005 was awarded to twelve firms. These firms were selected as the city's Miscellaneous Professional Continuing Services providers. They are licensed professional consultants and will offer services in areas such as Architectural, Environmental Services, Facilities Engineering - MEP Services, Facilities Engineering - Structural, Hydrogeological, Landscape Architect, and Urban Planning.

The firms operate under regulations outlined in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA). They will provide advice, technical investigation, analysis, design, and other professional services to support all city departments for an initial term of one (1) year, with three (3) one-year renewal options.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager
Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CW, City Manager
Johnna Morris, Director of Finance

Fiscal Impact

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

Amount: N/A

OTHER INFORMATION:

No fiscal impact at this time. Each individual project will be presented on a project-by-project basis.

Attachments

Contract - Cape Design

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/23/2024 12:08 PM
City Manager	Nick Mimms	07/23/2024 02:07 PM
Form Started By: Gelencia Carter		Started On: 07/22/2024 05:22 PM
Final Approval Date: 07/23/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: Cape Design Engineering, Inc.
2725 Center Place
Melbourne, FL 32940
Attn: Inga Young, President

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms, and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

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

5. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

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

We will return a fully executed copy of the Contract Documents , to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
CAPE DESIGN ENGINEERING, CO.

BY: Inga L. Young

President
Title

6/24/2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and **Cape Design Engineering, Inc.**, whose principal address is **2725 Center Place, Melbourne, FL 32940** hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

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

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

1. SERVICES

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

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

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

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

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

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

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

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

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

5. TIME OF PERFORMANCE

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

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

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

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

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

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

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

A. EVIDENCE OF INSURANCE

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

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

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

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

B. DESCRIPTION OF REQUIRED INSURANCE

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

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

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

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

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

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

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

2) Commercial General Liability Insurance.

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

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

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

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

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

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

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

3) Automobile Liability Insurance.

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

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

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

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

4) Professional Liability

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

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

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Additional Insured on the Commercial General Liability

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

13. INDEMNIFICATION

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

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

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

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

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

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

15. PUBLIC RECORDS

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

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

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

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

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

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

16. CONFLICT OF INTEREST

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

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

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

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

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

21. ATTORNEYS' FEES AND COSTS

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

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

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

26. ENFORCEMENT COSTS

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

27. AUTHORITY TO PRACTICE

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

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

28. SEVERABILITY

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

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

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

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

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

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

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

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

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

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

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

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
CAPE DESIGN ENGINEERING, CO.
2725 Center Place
Melbourne, Florida 32940
Attn: Inga Young, President

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

35. WAIVER

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

36. COMPLIANCE WITH LAWS

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

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

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

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

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

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: Inga I Young

Print: Inga I Young

Title: President

Today's Date: 6/27/2024

8-KOI00-01 SHEAMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2024

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
100 Galleria Parkway
Suite 600
Atlanta, GA 30339

CONTACT NAME: Laura Crawford
PHONE (A/C, No, Ext): (770) 250-5377 FAX (A/C, No): (678) 919-1151
E-MAIL ADDRESS: Laura.Crawford@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Company	36940
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Starstone Specialty Insurance Company	44776
INSURER D : Benchmark Insurance Company	41394
INSURER E : Colony Insurance Company	39993
INSURER F : Everest National Insurance Company	10120

INSURED
Cape Design Engineering Co
PO BOX 410068
Melbourne, FL 32941-0068

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:			ESG0064494	10/19/2023	10/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			5483114600	10/19/2023	10/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ 1,000,000 $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			71008W230ALI	10/19/2023	10/19/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BCTS235052-00	10/19/2023	10/19/2024	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
E	Excess Liability			XS176806	10/19/2023	10/19/2024	Occur/Aggregate	2,000,000
F	Errors & Omissions			AAEP000691-231	10/19/2023	10/19/2024	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects to General Liability and Auto Liability when required by written contract. Waiver of Subrogation is issued in favor of certificate holder as respects to General Liability and Professional Liability when required by written contract. Thirty (30) days written notice of cancellation provided to the City of Fort Pierce for all policies except 15 days for non-payment.

CG 20 10 04 13 Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG 20 37 04 13 Additional Insured - Owners, Lessees or Contractors - Completed Operations
CG 24 04 05 09 Waiver of Transfer of Rights of Recovery Against Others To Us
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brian S. Smith

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AGENCY CUSTOMER ID: 8-KOI00-01 SHEAMA

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Insurance Office of America		Cape Design Engineering Co PO BOX 410068 Melbourne, FL 32941-0068
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
Professional Liability Waiver of Subrogation

Auto Liability Designated Insured - Blanket Form # 58974 (1-17)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES PRIOR TO LOSS	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES PRIOR TO LOSS	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES PRIOR TO LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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". This waiver applies only to the person or organization shown in the Schedule above.

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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.

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Endorsement No. 7

WAIVER OF SUBROGATION

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
Cape Design Engineering Co.	AAEP000691-231	10/19/2023 -10/19/2024	Everest National Insurance Company	11/14/2023

This endorsement modifies insurance provided under the following policy:

EVEREST ELEVATION® ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The following shall be added to **SECTION X - SUBROGATION**:

If the **Insured** has waived its right to subrogate against a third party through a written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

©Everest Reinsurance Company, 2023

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

Meeting Date: 08/05/2024

Re: Approval of Continuing Services Contract for Miscellaneous Professional Services Provider - GFA International, Inc. dba Universal Engineering Sciences

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to GFA International, Inc. dba Universal Engineering Sciences, Port St. Lucie, FL.

SUMMARY:

During the February 20, 2024, City Commission meeting, RFQ No. 2024-005 was awarded to twelve firms. These firms were selected as the city's Miscellaneous Professional Continuing Services providers. They are licensed professional consultants and will offer services in areas such as Architectural, Environmental Services, Facilities Engineering - MEP Services, Facilities Engineering - Structural, Hydrogeological, Landscape Architect, and Urban Planning.

The firms operate under regulations outlined in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA). They will provide advice, technical investigation, analysis, design, and other professional services to support all city departments for an initial term of one (1) year, with three (3) one-year renewal options.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager
Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CW, City Manager
Johnna Morris, Director of Finance

Fiscal Impact

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

Amount: N/A

OTHER INFORMATION:

No fiscal impact at this time. Each individual project will be presented on a project-by-project basis.

Attachments

Contract - GFA

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/23/2024 12:08 PM
City Manager	Nick Mimms	07/23/2024 02:07 PM
Form Started By: Gelencia Carter		Started On: 07/22/2024 05:57 PM
Final Approval Date: 07/23/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: GFA International, Inc. dba Universal Engineering Sciences
607 NW Commodity Cove
Port St. Lucie, FL 34986
Attn: Thomas Montano, PE

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Wednesday, November 13, 2024

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasing@cityoffortpierce.com

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

We will return a fully executed copy of the Contract Documents , to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SERVICES

BY: Thomas D Montano
Digitally signed by Thomas D Montano
Date: 2024.06.26 13:57:35 -04'00'

Title

Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and **GFA International, Inc. dba Universal Engineering Sciences**, whose principal address is **607 NW Commodity Cove, Port St. Lucie, FL 34986** hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

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

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

1. SERVICES

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

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

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

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

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

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

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

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

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

5. TIME OF PERFORMANCE

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

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

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

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

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

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

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

A. EVIDENCE OF INSURANCE

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

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

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

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

B. DESCRIPTION OF REQUIRED INSURANCE

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

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

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

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

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

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

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

2) Commercial General Liability Insurance.

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

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

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

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

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

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

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

3) Automobile Liability Insurance.

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

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

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

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

4) Professional Liability

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

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

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Additional Insured on the Commercial General Liability

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

13. INDEMNIFICATION

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

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

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

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

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

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

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

B. Keep and maintain public records required by City to perform the service.

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

E. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

F. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
GFA International, Inc. dba Universal
Engineering Sciences
607 NW Commodity Cove
Port St. Lucie, FL 34986
Attn: Thomas Montano, PE, Branch Manager

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: Thomas D Montano Digitally signed by Thomas D Montano Date: 2024.06.26 13:59:56 -04'00'

Print: _____

Title: _____

Today's Date: _____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Saint Lucie

Thomas Montano, being first duly sworn, deposes and says:

That he is Branch Manager
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

GFA International, Inc. dba Universal
(Firm Name) Engineering Sciences

By: Thomas Montano Digitally signed by Thomas D Montano Date: 2024.06.25 09:54:55 -04'00'

Title: Branch Manager

Subscribed and sworn to before me this 25th

day of, June 2024.

Lina Sifuentes
Notary Public

My Commission expires: 9/25/2026 (Seal)

LINA MARIA SIFUENTES
Notary Public - State of Florida
Commission # HH 294673
My Comm. Expires Sep 25, 2026
Bonded through National Notary Assn.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2024

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
Edgewood Partners Insurance Agency
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Greyling COI Specialist
PHONE (A/C, No, Ext): 7706705324 **FAX (A/C, No):** 770.670.5324
E-MAIL ADDRESS: uescerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance American Specialty Ins Co	41718
INSURER B : Evanston Insurance Company	35378
INSURER C : Landmark American Insurance Company	33138
INSURER D : Greenwich Insurance Company	22322
INSURER E : Aspen Specialty Insurance Company	10717
INSURER F : Convex Insurance UK Limited	

INSURED UNIVENG
GFA International, Inc.,
DBA Universal Engineering Sciences
1215 Wallace Dr.
Delray Beach FL 33444

COVERAGES **CERTIFICATE NUMBER:** 1104035831 **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	
D	X COMMERCIAL GENERAL LIABILITY	Y	Y	RGC3002099	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:						Employee Benefits	$ 1,000,000
D A	AUTOMOBILE LIABILITY	Y	Y	RAC9438325 EXT30030240901	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	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)	$
							Excess Auto	$ 2,000,000
B C	[ ] UMBRELLA LIAB [X] OCCUR	Y	Y	MKLV2EUE101855 LHA600397	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE	$ 7,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 7,000,000
	[ ] DED [X] RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	RWC3002100	5/1/2024	5/1/2025	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E F	Excess GL Professional Liab incl. Pollution Liab			CX010NE24 B0146LDUSA2405257	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Per Occ./Aggregate Per Claim Aggregate	$4,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: City of Fort Pierce Continuing Service Contract.
City Of Fort Pierce is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law.

CERTIFICATE HOLDER
City Of Fort Pierce
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
Gregg Bachtel

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form(s) apply unless modified by the endorsement.

NAMED INSURED of the policy declarations page is amended to include the following:

Obsidian Group Holdings, LLC
Universal Engineering Sciences, Inc.
Universal Engineering Sciences, LLC
Universal Engineering Inspections, LLC
Nova Geotechnical and Inspection Services, LLC
Nova Geotechnical and Inspection Services - Northern Nevada LLC
Nova Geotechnical and Inspection Services - So Cal (a California corporation)
IQC Southwest, LLC
GFA International, Inc.
Contour Engineering, LLC
Obsidian Group Acquisitions, Inc.
Nova Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (Las Vegas)
Nova Geotechnical and Inspection Services – Northern Nevada LLC, dba Universal Engineering Sciences (Reno)
Nova Geotechnical and Inspection Services – SO CAL dba Universal Engineering Sciences (Irvine, CA)
GFA International, Inc. dba Universal Engineering Sciences
QC Southwest, Inc.
Universal Engineering Sciences
GEOServices, LLC
Alpha Testing, LLC
Alpha Acquisition
Dan Brown and Associates, PC
Speedie and Associates, Inc.
Geotechnology, LLC
GSI Engineering, LLC
GPR Testing and Inspection L.L.C.
Summit Engineering, Laboratory & Testing, PC
McGinley & Associates, Inc.
Construction Testing & Engineering Inc.

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CTE South, Inc.
River City Geoprofessionals, Inc. dba Wallace-Kuhl & Associates
River City Geoprofessionals, Inc.
River City Geoprofessionals, Inc. d/b/a Universal Engineering Sciences
Aries Consultants Inc
Centurion Consultants Inc
Carmichael Engineering, Inc.
Faulkner Engineering Services Inc.
Faulkner Engineering Services LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.
GRUBBS, HOSKYN, BARTON, & WYATT, LLC
Riner Engineering, Inc.
Geo Solutions, LLC
Biome Consulting Group, LLC
InControl Technologies LLC
UES Professional Solutions 18, LLC (rename of Contour Engineering, LLC)
UES Professional Solutions 19, LLC (rename of GEOServices, LLC)
UES Professional Solutions 44, LLC (rename of Alpha Testing, LLC)
UES Professional Solutions 29, Inc. (rename of Summit Engineering, Laboratory & Testing, Inc.)
UES Professional Solutions 63, LLC (rename of Riner Engineering, Inc.)
UES Professional Solutions 30, LLC (Nova Geotechnical and Inspection Services, LLC)
UES Professional Solutions 64, LLC (InControl Technologies LLC)
Consulting Services of Kentucky, LLC
Consulting Services Incorporated of Kentucky, Inc.
CSI Cincinnati, LLC
CSI Lexington, LLC
Universal Engineering Sciences Holdings, Inc.
Universal Engineering Sciences MidCo, Inc.
Centurion Consultants Holdings, Inc.
Geotek Engineering Company, Inc.
Quality Control Consultants, Inc.
Construction Testing and Engineering, South, Inc.
Geotechnology Equipment, LLC
Geotechnology Exploration, LLC
Geotechnology Living, LLC
Austin ATI Holdings, Inc.
Speedie & Associates, LLC
UES Professional Solutions, LLC
UES Professional Solutions, Inc.
Summit Engineering, Laboratory & Testing, Inc.
Carmichael and Associates, LLC
Aries Consultants, LLC
Centurion Consultants, LLC

All other terms and conditions remain the same.

_____

(Authorized Representative)

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ENDORSEMENT

This endorsement, effective 12:01 a.m., May 1st, 2024, forms a part of

Policy No. RGC3002099 issued to Obsidian Group Holdings, LLC

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

It is agreed that **NAMED INSURED** of the policy declarations page, is amended to include the following:

Obsidian Group Holdings, LLC
Universal Engineering Sciences, Inc.
Universal Engineering Sciences, LLC
Universal Engineering Inspections, LLC
Nova Geotechnical and Inspection Services, LLC
Nova Geotechnical and Inspection Services - Northern Nevada LLC
Nova Geotechnical and Inspection Services - So Cal (a California corporation)
IQC Southwest, LLC
GFA International, Inc.
Contour Engineering, LLC
Obsidian Group Acquisitions, Inc.
Nova Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (Las Vegas)
Nova Geotechnical and Inspection Services – Northern Nevada LLC, dba Universal Engineering Sciences (Reno) Nova Geotechnical and Inspection Services – SO CAL dba Universal Engineering Sciences (Irvine, CA)
GFA International, Inc. dba Universal Engineering Sciences
QC Southwest, Inc.
Universal Engineering Sciences
GEOServices, LLC
Alpha Testing, LLC
Alpha Acquisition
Dan Brown and Associates, PC
Speedie and Associates, Inc.
Geotechnology, LLC

GSI Engineering, LLC
GPR Testing and Inspection L.L.C.
Summit Engineering, Laboratory & Testing, PC

XIL 404 0605

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McGinley & Associates, Inc.
Construction Testing & Engineering Inc.

CTE South, Inc.
River City Geoprofessionals, Inc. dba Wallace-Kuhl & Associates
River City Geoprofessionals, Inc.
River City Geoprofessionals, Inc. d/b/a Universal Engineering Sciences
Aries Consultants Inc
Centurion Consultants Inc
Carmichael Engineering, Inc.
Faulkner Engineering Services Inc.
Faulkner Engineering Services LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.
GRUBBS, HOSKYN, BARTON, & WYATT, LLC
Riner Engineering, Inc.
Geo Solutions, LLC
Biome Consulting Group, LLC
InControl Technologies LLC
UES Professional Solutions 18, LLC (rename of Contour Engineering, LLC)
UES Professional Solutions 19, LLC (rename of GEOServices, LLC)
UES Professional Solutions 44, LLC (rename of Alpha Testing, LLC)
UES Professional Solutions 29, Inc. (rename of Summit Engineering, Laboratory & Testing, Inc.) UES Professional Solutions 63, LLC (rename of Riner Engineering, Inc.)
UES Professional Solutions 30, LLC (Nova Geotechnical and Inspection Services, LLC)
UES Professional Solutions 64, LLC (InControl Technologies LLC)
Consulting Services of Kentucky, LLC
Consulting Services Incorporated of Kentucky, Inc.
CSI Cincinnati, LLC
CSI Lexington, LLC
Universal Engineering Sciences Holdings, Inc.
Universal Engineering Sciences MidCo, Inc.
Centurion Consultants Holdings, Inc.
Geotek Engineering Company, Inc.
Quality Control Consultants, Inc.
Construction Testing and Engineering, South, Inc.
Geotechnology Equipment, LLC
Geotechnology Exploration, LLC
Geotechnology Living, LLC
Austin ATI Holdings, Inc.
Speedie & Associates, LLC
UES Professional Solutions, LLC
UES Professional Solutions, Inc.
Summit Engineering, Laboratory & Testing, Inc.
Carmichael and Associates, LLC
Aries Consultants, LLC

All other terms and conditions remain unchanged.

XIL 404 0605

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SCHEDULE OF NAMED INSUREDS AND LOCATIONS

Item 1 of the Information Page is amended to include:

Named Insured	Location	FEIN	State Unemployment #
Obsidian Group Holdings, LLC			
Universal Engineering Sciences, Inc.			
Universal Engineering Sciences, LLC Nova Geotechnical and Inspection Services, LLC Nova Geotechnical and Inspection Services - Northern Nevada LLC Nova Geotechnical and Inspection Services - So Cal (a California corporation)			
IQC Southwest, LLC			
GFA International, Inc.			
Contour Engineering, LLC			
Obsidian Group Acquisitions, Inc. Nova Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (Las Vegas) Nova Geotechnical and Inspection Services – Northern Nevada LLC, dba Universal Engineering Sciences (Reno) Nova Geotechnical and Inspection Services – SO CAL dba Universal Engineering Sciences (Irvine, CA) GFA International, Inc. dba Universal Engineering Sciences			
IQC – Southwest – So Cal			
Universal Engineering Sciences			
GEOServices, LLC			

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Obsidian Group Holdings, LLC
Insurance Company
Greenwich Insurance Company

Policy No.
RWC3002100

Endorsement No.

Countersigned by _____

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Dan Brown and Associates, PC

Speedie and Associates, Inc.

Geotechnology, LLC

GSI Engineering, LLC

GPR Testing and Inspection L.L.C.
Summit Engineering, Laboratory & Testing, PC

McGinley & Associates, Inc.
Construction Testing & Engineering Inc.

CTE South, Inc.
River City Geoprofessionals, Inc. dba Wallace-Kuhl & Associates

River City Geoprofessionals, Inc.
River City Geoprofessionals, Inc. d/b/a Universal Engineering Sciences

Aries Consultants Inc.

Centurion Consultants Inc.

Carmichael Engineering, Inc.

Faulkner Engineering Services Inc.

Faulkner Engineering Services LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.
GRUBBS, HOSKYN, BARTON, & WYATT, LLC

Riner Engineering, Inc.

Geo Solutions, LLC

Biome Consulting Group, LLC

InControl Technologies LLC
UES Professional Solutions 18, LLC (rename of Contour Engineering, LLC)
UES Professional Solutions 19, LLC (rename of GEOServices, LLC)
UES Professional Solutions 44, LLC (rename of Alpha Testing, LLC)
UES Professional Solutions 29, Inc. (rename of Summit Engineering, Laboratory & Testing, Inc.)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured	RWC3002100	
Obsidian Group Holdings, LLC		
Insurance Company		
Greenwich Insurance Company	Countersigned by _____	

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UES Professional Solutions 63, LLC (rename of Riner Engineering , Inc.) UES Professional Solutions 30, LLC (Nova Geotechnical an d Inspection Services, LLC)
UES Professional Solutions 64, LLC (InControl Technologies LLC)
Consulting Services of Kentucky, LLC
Consulting Services Incorporated of Kentucky, Inc.
CSI Cincinnati, LLC
CSI Lexington, LLC

All other terms and conditions of this policy remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured	RWC3002100	
Obsidian Group Holdings, LLC		
Insurance Company		
Greenwich Insurance Company	Countersigned by _____	

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., 05/01/2024, forms a part of

Policy No. **RAC9438325** issued to Obsidian Group Holdings, LLC

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization for whom you have agreed under contract or agreement to provide insurance.	All works

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Obsidian Group Holdings, LLC
Endorsement Effective Date: May 1, 2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: RGC3002099

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. RWC3002100

Endorsement No.

Premium Included

Insured
Obsidian Group Holdings, LLC

Countersigned by _____

Insurance Company
Greenwich Insurance Company

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Where required by written agreement signed prior to loss	All California Operations.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No. RWC3002100	Endorsement No.
Insured	Insurance Company	
Obsidian Group Holdings, LLC	Greenwich Insurance Company	

Countersigned By _____

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City Commission Regular Meeting - 5:05 pm **11. j.**

Meeting Date: 08/05/2024

Re: Approval of Continuing Services Contract for Miscellaneous Professional Services Provider - EXP U.S. Services

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of Continuing Services Contract for RFQ No. 2024-005, Miscellaneous Professional Architectural and Engineering Services to EXP U.S. Services, Inc, Maitland, FL.

SUMMARY:

During the February 20, 2024, City Commission meeting, RFQ No. 2024-005 was awarded to twelve firms. These firms were selected as the city's Miscellaneous Professional Continuing Services providers. They are licensed professional consultants and will offer services in areas such as Architectural, Environmental Services, Facilities Engineering - MEP Services, Facilities Engineering - Structural, Hydrogeological, Landscape Architect, and Urban Planning.

The firms operate under regulations outlined in Chapter 287.055 of the Florida Statues, known as the Consultant's Competitive Negotiation Act (CCNA). They will provide advice, technical investigation, analysis, design, and other professional services to support all city departments for an initial term of one (1) year, with three (3) one-year renewal options.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager
Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CW, City Manager
Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

No fiscal impact at this time. Each individual project will be presented on a project-by-project basis.

Attachments

Contract - Architectural Svcs - EXP

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/23/2024 12:07 PM
City Manager	Nick Mimms	07/23/2024 02:07 PM
Form Started By: Gelencia Carter		Started On: 07/22/2024 06:18 PM
Final Approval Date: 07/23/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: EXP U.S. Services, Inc.
2601 Westhall Lane
Maitland, FL 32751
Attn: Patrick J. Russell, Representative/Project Manager

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents, to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
EXP U.S. SERVICES, INC.

BY: Patrick Russell, PE

Municipal Project Manager
Title

June 28th, 2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and **EXP U.S. Services, Inc.**, whose principal address is **2601 Westhall Lane, Maitland, FL 32751** hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional architectural services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional/ consultation services in the area of professional architectural services

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional architectural services related projects for City. Each project will require a separate work authorization using a form agreed to by both parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

assignment basis. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work , and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) -calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

B. Keep and maintain public records required by City to perform the service.

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

E. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

F. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
EXP U.S. Services, Inc.
2601 Westhall Lane
Maitland, FL 32751
Attn: Patrick J. Russell, Representative/
Project Manager

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: Patrick Russell

Print: Patrick Russell, PE

Title: Municipal Project Manager

Today's Date: June 28th, 2024

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2024

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Insurance America Inc	24554
INSURED EXP U.S. Services, Inc 2601 Westhall Lane Maitland, FL 32751	INSURER B : AIG Insurance Company of Canada	B1206
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** W33966947 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		US00057823LI24A	03/31/2024	03/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			GGA7479210	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	GWG7479208	03/31/2024	03/31/2025	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
B	Professional Liability			061127095	03/31/2024	03/31/2025	Per Claim Aggregate	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFQ No. 2024-005

City of Fort Pierce and its officials, officers, and employees are included as Additional Insureds as respects to General Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Midwest, Inc.	EXP U.S. Services, Inc 2601 Westhall Lane Maitland, FL 32751
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation as permitted by law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contact or written agreement.	**As required per written contract**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

© Insurance Services Office, Inc., 2018

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom or which you are required by written contract or agreement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. GWG7479208 Endorsement No.

Insured EXP U.S. Services, Inc.

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

City Commission Regular Meeting - 5:05 pm **12. a.**

Meeting Date: 08/05/2024

Re: CDBG PY/FY 2024 - 2025: Annual Action Plan

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

SUBJECT:

Public Hearing and Resolution 24-R42 accepting Community Development Block Grant (CDBG) - Annual Action Plan 2024 – 2025

SUMMARY:

The Community Development Block Grant (CDBG) - Annual Action Plan will report planned activities for the 2024–2025 Program and Fiscal Year for the Grants Administration Division.
The Grants Division seeks to engage directly with the residents of Fort Pierce via public comments on the proposed plan. In addition to obtaining the Commission's approval for final submission of these documents to the U.S. Department of Housing and Urban Development.

RECOMMENDATION:

Recommendation for approval from the commission is required for the advancement of this document to the U.S. Housing and Urban Development.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission

RESPONSIBLE STAFF:

Johnna Morris, Donnella Clarke, and Grants Administration Division.

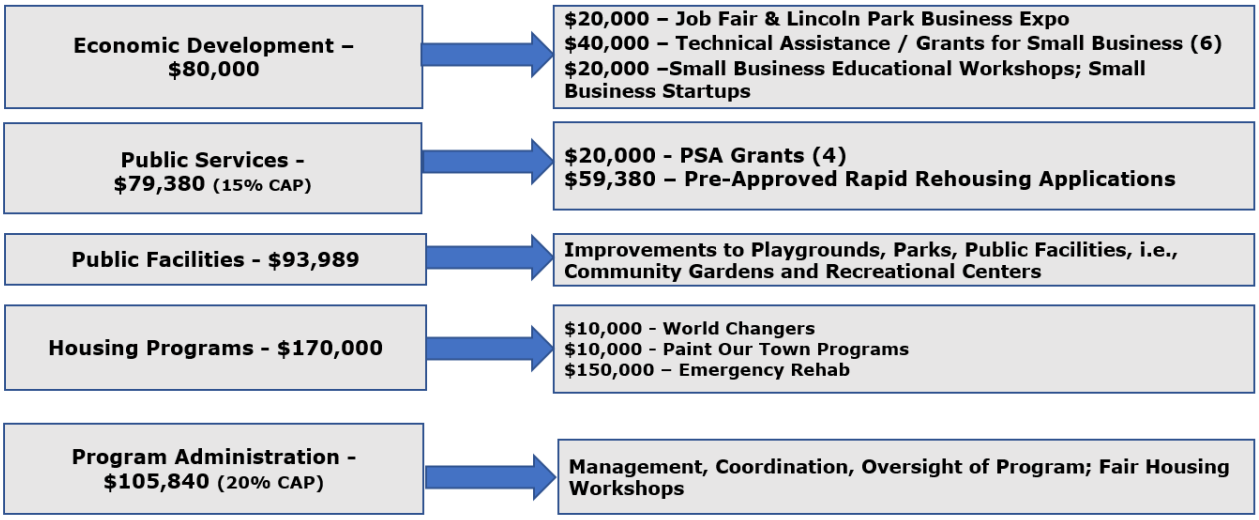
COORDINATED WITH:

Grants Administration under the supervision of the Finance Division.

Fiscal Impact

OTHER INFORMATION:

2024 Action Plan – Proposed Activities
$529,209



Attachments

CDBG FY 24 - 25 Annual Action Plan
CDBG FY 24 - 25 SF 424 Certification
CDBG FY 24 - 25 Community Needs Assessment Survey Responses
CDBG FY 24 - 25 Public Notice
CDBG FY 24 - 25 Annual Action Plan Budget
CDBG FY 24 -25 Annual Action Plan Assessment Survey Flyer
CDBG FY 24 -25 Annual Action Plan Press Release
24-R42
City Attorney Approval

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/28/2024 04:00 PM
City Manager	Nick Mimms	07/02/2024 03:20 PM
Finance Department	Johnna Morris	07/05/2024 09:54 AM
City Manager	Nick Mimms	07/06/2024 11:59 AM
Form Started By: Donnella Clarke		Started On: 06/28/2024 11:02 AM
Final Approval Date: 07/06/2024		



The City of Fort Pierce 2024 –2025 CDBG - Annual Action Plan
Submitted August 15th, 2024

By the Grants Administration Division

Executive Summary – 2024 – 2025 Draft

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Fort Pierce will achieve its primary objective through a program where no less than 70% of funds will support activities that benefit low- and moderate-income people and prevent or eliminate slums or blights. All activities are eligible under the Code of Federal Regulations (CFR), Section 24 CFR 570.201-208 and will address national and local community development objectives as indicated in #2 below.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary objective of the City of Fort Pierce Community Development Block Grant program is the development of a viable urban community, including decent housing and a suitable living environment, for persons of very low to moderate income, and to stabilize and expand small businesses.

The City of Fort Pierce will achieve this primary objective through a program where not less than 70% of funds will support activities that benefit low- and moderate-income persons and prevent or eliminate slums or blights. All activities are eligible under the Code of Federal Regulations (CFR), Section 24 CFR 570.201-208 and will address national and local community development objectives.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In total, the City of Fort Pierce expended $251,611.52 in CDBG funds for program year 2023-24 (program year began October 1, 2023). Funding was utilized in the pursuit of the City's and HUD's mutual goals of providing decent housing, creating a suitable living environment, and expanding economic opportunities. An overview of the expenditures:

Public Service Projects – The City expended **$88,378.86** for **2** public service projects for LMI citizens. The City has expended $87,947.71 for **Rapid Rehousing** with an additional $112,052.59 encumbered to be expended by September 30, 2024. The city expended $431.15 for **Public Service Agency Grants** with $14,568.85 encumbered to be expended by the end of the grant year.

Housing Programs – The City expended **$5,782.95** for Paint our Town and Rehabilitation. The City has encumbered $800,000 to assist with housing rehabilitation for very low-income citizens. A total of **8 households** have been income certified and are scheduled to be assisted with rehabilitation by the end of the grant year (9/30/24).

Economic Development – The City expended **$15,251.95** for marketing/advertising to strengthen the capacity and sustainability of existing micro-enterprise businesses.

Public Facilities – The City expended **$55,367.42** for improvements to public facilities and improvements to playgrounds located in lower income neighborhoods.

Neighborhood Revitalization – The City expended **$50,000** to support CBDO's that promote economic development, job creation, tourism, historic preservation, and energy efficiency improvements.

Program Administration – The City expended **$36,830.34** for project oversight, management, monitoring, and coordination of the CDBG program.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

As part of the planning process, the city conducted a public hearing to assess the needs and priorities of the community. The City of Fort Pierce conducted a public hearing on August 5, 2024, to solicit input on the priorities and needs in the city to include in the Annual Action Plan. Participants were asked to

provide feedback on community needs and how funds should be allocated to programs and projects related to housing, homelessness, special needs, and community development. The public hearing also served as an opportunity for the city to provide an overview of existing programs and to summarize the city's accomplishments in meeting identified goals over the past year.

An internet survey for the 2024-25 CDBG Annual Action Plan Community Needs Assessment Survey was conducted to collect public comments. The survey was available via link https://www.surveymonkey.com/r/cityoffortpiercecommunityneedssurvey on the Grants Administration homepage from June 3, 2024 - July 3, 2024.

The citizen participation process also includes consultation with housing providers, housing authorities, health and social services providers, and the Continuum of Care (CoC) for the city's homeless population. The Consortium consulted these entities throughout the preceding year concerning ongoing topics of mutual interest and during the preparation of the Consolidated Plan. Consultation occurred via email invitations and correspondence, online surveys, public meetings, public hearings, focus group consultations, and webinars. In some cases, specific reports and agencies' plans were referenced or utilized in preparing the Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Eighty-one (81) citizens participated in the survey, of that number, sixteen (16) provided comments were collected and accepted regarding the 2024 - 2025 CDBG Annual Action Plan - Community Needs Assessment Survey.

The survey was available via https://www.surveymonkey.com/r/cityoffortpiercecommunityneedssurvey on the Grants Administration homepage from June 3, 2024 - July 3, 2024. The public will have an opportunity to comment at the monthly commission meeting on August 5, 2024. Those comments regarding the 2024 - 2025 CDBG Annual Action Plan will be collected and added to all survey responses.

The overall needs in ranking order collected from the survey were as follows:

1. 61.73% - Housing (New Affordable Housing, Home Repairs, and Home Ownership Assistance)

2. 60.49% - Community Facilities (Parks and Recreation Centers)
3. 55.56% - Public Improvements (street Repairs, Lighting, Water, Sewers, etc.)
4. 51.85% - Economic Development (Small Business Assistance, Programs, and Projects)
5. 46.91% - Community Services (Childcare and Senior Programs)
6. 44.44% - Homeless / Unhoused Services and Facilities
7. 39.51% Increased Police Presence
8. 25.93% - Historic Preservation of existing properties

Public notice was printed in the St. Lucie News Tribune from July 5, 2024, - August 5, 2024, for a 30-day Public Comment Review Period and Public Hearing.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments received during the comment period were accepted.

7. Summary

Pursuant to the Consolidated Plan regulations under 24 CFR Parts 91, 92, 570, 574, 576, and 968, and Section 91.105, the City of Fort Pierce has implemented its Citizen Participation Plan to include and incorporate provisions that affect the Community Development Block Grant (CDBG) Program.

This Plan represents the collaborative efforts to achieve maximum involvement of the City Commission, the Affordable Housing Advisory Committee, the Communitywide Council, various community groups, supportive social service organizations, and every citizen of the City of Fort Pierce with emphasis on participation by persons of extremely low, very low, low, and moderate-income residents.

The City strives to keep all interested parties informed about opportunities for involvement in each phase of the Consolidated Plan process, including providing opportunities to comment on Plan submissions to HUD, any substantial amendment of the Plan, and the annual performance report. Objective: *The development of a viable community including decent, safe, and sanitary housing and a suitable living environment for persons of very low, low, and moderate income, and stabilizing and expanding small businesses.*

Prior to the City adopting the 2024-2025 Annual Action Plan, the following actions were taken:

- The survey was available in English from June 3, 2024-July 3, 2024. A press release promoting the survey was published on the City's website, and social media. Hardcopies of the survey were available at Fort Pierce City Hall or by mail or email, upon request.

- A total of 81 completed surveys were received by the city from citizens and supportive service agencies and organizations.

- The City made available to citizens, public agencies, and other interested parties' information that included the approximate amount of assistance the City will receive and the range of proposed activities to be undertaken, including the amounts to benefit persons of extremely low, very low and low income.

- A Draft of the 2024-2025 Action Plan in English was made available for citizens, public agencies, and other interested parties to examine through posting on the City's website, and by reproducing copies and making them available at the Fort Pierce City Hall. A draft summary of the proposed Plan was also displayed on the City's local television station, in English and Spanish and in one newspaper of local circulation, in English and Spanish. The summary also listed the dates and times for the public hearing that were conducted at regularly scheduled City Commission meetings as well as staff contact information. Copies of the proposed Plan were also available to citizens to review via U.S. mail, upon request.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	FORT PIERCE	Finance Department/Grants Administration Division

Table 1 – Responsible Agencies

Narrative (optional)

The City of Fort Pierce Grants Administration Division located in the Finance Department is the lead entity charged with preparing the Consolidated Plan (ConPlan), the Annual Action Plan (AAP) and the Consolidated Annual Performance and Evaluation Report (CAPER). In this capacity, the city works in cooperation with other key government agencies, non-profit agencies and for-profit agencies addressing affordable housing, and other community development issues. Collaborative partnerships with key stakeholders are indispensable to the community's success in addressing the needs of low and moderate-income residents and improving the quality of life for all the residents. These partnerships help to ensure that all residents, regardless of race, gender, age, income level, or disability, have equal access to affordable housing, community development resources, jobs, and services available in the city.

Consolidated Plan Public Contact Information

Donnella Clarke, Grants Division Manager, City of Fort Pierce Grants Administration Division; 100 North U.S. Hwy. 1, Fort Pierce, FL 34950; 772-467-3161; email: dclarke@cityoffortpierce.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Fort Pierce recognizes that the preparation of the Annual Action Plan requires discussion and consultation with many diverse groups, organizations, and agencies. During the planning process for the Annual Action Plan, the city encouraged citizen, nonprofit and for-profit participation. While preparing this document, city staff provided a Community Needs Assessment Survey, community presentations, public hearings and met with supportive service providers within the city to discuss and gather input on their ideas for improving community development needs within the city.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

To be inclusive of various agencies and organizations, the city disseminated Community Needs Assessment Surveys to an outreach list that included the following types of local agencies:

- Non-profit service providers that cater to the needs of low- and moderate-income households and persons with disabilities or special needs.
- Housing professionals.
- Public agencies.
- Economic development and employment organizations.
- Local Housing Authority.
- Government staff of participating jurisdictions.
- Community and neighborhood groups.

Copies of Press Releases promoting the availability of the survey were made available to service agencies and real estate companies, employment organizations, community and neighborhood groups, housing professionals and County offices. Survey results were compiled and used in the creation of this Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Fort Pierce is a member of the Treasure Coast Homeless Services Council (TCHSC), the CoC for Indian River, St. Lucie, Martin, and Okeechobee Counties. As detailed in our 2021-2025 Consolidated Plan, the city and many of our supportive service providers will continue to request funding or other assistance from the CoC to help address our growing homeless population. The City is currently working to create a homeless strategy that includes identifying the key factors contributing to homelessness (job security, rent increases, home inventory) and how to combat these (emergency assistance, conduct more job fairs and providing more workshops for community members that include financial literacy and tenant rights). The city aims to coordinate with the CoC to create a partnership to be able to address the needs of the homeless population including individuals and families, families with children, veterans, and unaccompanied minors.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

While the City of Fort Pierce is not the direct recipient of ESG funding, the city does provide input for the local CoC who oversees ESG funds for St. Lucie (where Fort Pierce is located), Indian River and Martin Counties. The City of Fort Pierce's Community Resources Specialist has been working to create partnerships with organizations and agencies in the County who have a shared interest in coming together regularly to discuss various projects and activities and how to identify priorities relevant to funding.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Lincoln Park Mainstreet
	Agency/Group/Organization Type	Planning organization Business and Civic Leaders Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency.
2	**Agency/Group/Organization**	CareerSource Research Coast
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Education Services-Employment Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Fort Pierce has an ongoing collaborative relationship with CareerSource Research Coast and consults with the agency on the annual Job Fair, Lincoln Park Business Expo, and summer youth internship programs.
3	**Agency/Group/Organization**	ST. LUCIE COUNTY
	Agency/Group/Organization Type	Housing Other government - County Major Employer

	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency. Collaborated on affordable housing needs, fair housing assessment, and county stakeholder input regarding community needs.

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Treasure Coast Homeless Services Council	The TCHSC support homeless services and as our Continuum of Care (CoC) for Indian River, St. Lucie, Martin, and Okeechobee Counties, they use all our PIT numbers to secure grants for homeless services.
Consortium Plan	St. Lucie County	Although this is a plan for the HOME program, this plan includes strategies for rehabilitation of homes belonging to very low-income Fort Pierce Citizens. The City's Consolidated Plan also has strategies for addressing this issue through our State Housing and Initiatives Partnership (SHIP) program funds.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Regional Analysis of Impediments to Fair Housing	St. Lucie County	Fair Housing goals overlap in both plans.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal setting

Encouraging citizen participation and consulting with public and private agencies are important parts of the planning process. The city used several methods to solicit citizen participation, including public notices, community and area newspapers, public meetings, public hearings, survey of needs and other outreach efforts. Information and comments received during this process helped to guide and shape the development of the goals listed in the 2021-2025 Consolidated Plan and this Annual Action Plan. A copy of the City of Fort Pierce's Citizen Participation Plan is available upon request.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Non-targeted/broad community	A total of 81 public comments were received and accepted.	**Housing:** 61.73% - Housing (New Affordable Housing, Home Repairs, and Home Ownership Assistance). 60.49% - Community Facilities (Parks and Recreation Centers). 55.56% - Public Improvements (street Repairs, Lighting, Water,	All public comments received during the comment period were accepted.	https://www.surveymonkey.com/r/cityoffortpierceccommunityneedssurvey

OMB Control No: 2506-0117 (exp. 09/30/2021)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				Sewers, etc.). 51.85% - Economic Development (Small Business Assistance, Programs, and Projects). 46.91% - Community Services (Childcare and Senior Programs). 44.44% - Homeless / Unhoused Services and Facilities.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				39.51% Increased Police Presence 25.93% - Historic Preservation of existing properties		
2	Public Hearing	Non-targeted/broad community	A total of 0 public comments were received and accepted.	Public hearing comments	All public comments received during the comment period were accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	529,209	0	564,875	1,094,084	1,094,084	

Table 5 - Expected Resources – Priority Table

OMB Control No: 2506-0117 (exp. 09/30/2021)

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG does not require a match. However, the CDBG funds may be utilized to leverage the SHIP funds regarding rehabilitation programs. PSA grants require some sort of match.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Fort Pierce is currently collaborating with local investors and stakeholders to create a Community Land Trust (CLT) program, a legal structure used to separate land ownership from ownership of residential structures on the land. Title to the home is transferred without selling or changing the title to the land it sits on. It also establishes a private non-profit community corporation that acquires and holds title to the land and manages the ground leases on that property for the benefit of that community. Fort Pierce is working to make available affordable rental properties and homes for sale to our citizens. These properties will be available to residents who fall to very low, low, or moderate-income levels, with limitations on the amount of rent they pay. We expect this to assist in creating affordable living areas for citizens and contribute to a reduction of the homeless count. The role CDBG plays in the outcome of this goal is giving these residents the opportunity to obtain housing they can afford by providing financial assistance in the form of down payment contributions.

Discussion

The City will utilize funding received directly from the Housing Finance Corporation via the State Housing Initiatives Partnership (SHIP) program to fund down payment and closing cost assistance and owner-occupied housing rehabs for income-qualified citizens. Income-qualified citizens will be determined by using HUD income limits, which are dependent on household income and size. We estimate that new homebuyers will receive up to $15,000 each, we will continue to work on the completion of home rehabilitations occupied by very low-income citizens. The down payment assistance will be allocated to First-Time homebuyers, who are defined as citizens who have never owned a home, or who have not owned a home in the three years.

Continuous collaboration and partnerships with the World Changers organization, Habitat for Humanity, the Florida Housing Finance Corporation, and Fort Pierce Utilities Authority (FPUA) will provide additional resources over the next year for home rehabilitations, improvements to historic neighborhoods, and home purchases.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Expand and Improve Public Infrastructure	2021	2025	Non-Housing Community Development	City Limit - 3814.03 Census Tract City Limit - 3814.02 Census Tract City Limit - 3807 Census Tract City Limit - 3806 Census Tract City Limit - 3805 Census Tract City Limit - 3804 Census Tract City Limit - 3803 Census Tract City Limit - 3802 Census Tract City Limit - 3801 Census Tract City Limit - 3809.02 Census Tract City Limit - 3809.01 Census Tract	Expand/Improve Public Infrastructure & Facilities	CDBG: $93,989	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 14000 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	2A Housing Rehabilitation	2021	2025	Affordable Housing	City Limit - 3814.03 Census Tract City Limit - 3814.02 Census Tract City Limit - 3807 Census Tract City Limit - 3806 Census Tract City Limit - 3805 Census Tract City Limit - 3804 Census Tract City Limit - 3803 Census Tract City Limit - 3802 Census Tract City Limit - 3801 Census Tract City Limit - 3809.02 Census Tract City Limit - 3809.01 Census Tract	Preserve & Develop Affordable Housing	CDBG: $170,000	Homeowner Housing Rehabilitated: 5 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	3A Provide Supportive Services for Special Needs	2021	2025	Non-Housing Community Development	City Limit - 3814.03 Census Tract City Limit - 3814.02 Census Tract City Limit - 3807 Census Tract City Limit - 3806 Census Tract City Limit - 3805 Census Tract City Limit - 3804 Census Tract City Limit - 3803 Census Tract City Limit - 3802 Census Tract City Limit - 3801 Census Tract City Limit - 3809.02 Census Tract City Limit - 3809.01 Census Tract	Public Services & Quality of Life Improvements	CDBG: $20,000	Public service activities for Low/Moderate Income Housing Benefit: Estimated 150 Households will Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	3B Provide Vital Services for LMI Households	2021	2025	Housing Community Development	City Limit - 3814.02 Census Tract City Limit - 3807 Census Tract City Limit - 3806 Census Tract City Limit - 3805 Census Tract City Limit - 3804 Census Tract City Limit - 3803 Census Tract City Limit - 3802 Census Tract City Limit - 3801 Census Tract City Limit - 3809.02 Census Tract City Limit - 3809.01 Census Tract	Public Services & Quality of Life Improvements	CDBG: $59,380	Public service activities for Low/Moderate Income Tenant-based rental assistance / Rapid Rehousing: Estimated 10 Pre-Approved Households to be Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	4A Provide for Small Business Assistance	2021	2025	Non-Housing Community Development	City Limit - 3814.03 Census Tract City Limit - 3814.02 Census Tract City Limit - 3807 Census Tract City Limit - 3806 Census Tract City Limit - 3805 Census Tract City Limit - 3804 Census Tract City Limit - 3803 Census Tract City Limit - 3802 Census Tract City Limit - 3801 Census Tract City Limit - 3809.02 Census Tract City Limit - 3809.01 Census Tract	Economic Development	CDBG: $80,000	Businesses assisted: 100 Businesses Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Program Administration	2021	2025	Administration	City Limit - 3814.03 Census Tract City Limit - 3814.02 Census Tract City Limit - 3807 Census Tract City Limit - 3806 Census Tract City Limit - 3805 Census Tract City Limit - 3804 Census Tract City Limit - 3803 Census Tract City Limit - 3802 Census Tract City Limit - 3801 Census Tract City Limit - 3809.02 Census Tract City Limit - 3809.01 Census Tract		CDBG: $105,840	

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	1A Expand and Improve Public Infrastructure
	Goal Description	
2	**Goal Name**	2A Housing Rehabilitation
	Goal Description	
3	**Goal Name**	3A Provide Supportive Services for Special Needs – Public Service
	Goal Description	
4	**Goal Name**	3B Provide Vital Services for LMI Households – Public Service
	Goal Description	
5	**Goal Name**	4A Provide for Small Business Assistance
	Goal Description	
6	**Goal Name**	Program Administration
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The table below shows the PY 2024-2025 projects for the City of Fort Pierce. Administrative cost may not exceed 20% of the CDBG grant fund allocation and public services have a grant cap of 15%.

Projects

#	Project Name
1	CDBG Public Facilities & Infrastructure
2	CDBG Housing Programs
3	CDBG: Public Services
4	CDBG: Economic Development Activities
5	CDBG Program Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on the City of Fort Pierce's ability to administer program objectives. The allocation of funds servicing public services initiatives, in addition to providing assistance to residents requiring rapid rehousing funds and the community needs assessment survey.

The City of Fort Pierce – Grants Division encountered obstacles when addressing the needs and engaging directly with Fort Pierce Residents. The Grants Administration Division received over four hundred and fifty applications requesting services for an increased number of unhoused persons, a disproportionate number of single-family households in need of immediate relief; where heads of households are unable to sustain adequate incomes to maintain monthly living necessities.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CDBG Public Facilities & Infrastructure
	Target Area	City Limit - 3814.03 Census Tract City Limit - 3814.02 Census Tract City Limit - 3807 Census Tract City Limit - 3806 Census Tract City Limit - 3805 Census Tract City Limit - 3804 Census Tract City Limit - 3803 Census Tract City Limit - 3802 Census Tract City Limit - 3801 Census Tract City Limit - 3809.02 Census Tract City Limit - 3809.01 Census Tract
	Goals Supported	1A Expand and Improve Public Infrastructure
	Needs Addressed	Expand/Improve Public Infrastructure & Facilities
	Funding	CDBG: $93,989
	Description	Improve access to public facilities and expand and improve public infrastructure in low- and moderate-income (LMI) neighborhoods. Improvements for public facilities include neighborhood facilities, community centers and parks and recreational facilities. Improvements to infrastructure include streets, sidewalks, ADA improvements, and storm water and water systems in LMI neighborhoods.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 14000 Households Assisted
	Location Description	City limits of Fort Pierce low-mod
	Planned Activities	Improve access to public facilities and expand and improve public infrastructure in low- and moderate-income (LMI) neighborhoods. Planned activities include improvements to streets, parks, and recreational facilities.
2	**Project Name**	CDBG Housing Programs

	Target Area	City Limit - 3814.03 Census Tract City Limit - 3814.02 Census Tract City Limit - 3807 Census Tract City Limit - 3806 Census Tract City Limit - 3805 Census Tract City Limit - 3804 Census Tract City Limit - 3803 Census Tract City Limit - 3802 Census Tract City Limit - 3801 Census Tract City Limit - 3809.02 Census Tract City Limit - 3809.01 Census Tract
	Goals Supported	2A Housing Rehabilitation
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	CDBG: $170,000
	Description	The city will provide for housing rehabilitation activities such as a weatherization program for LMI homeowners aimed at improving housing to withstand the elements and making it more energy efficient to decrease utility bills; and minor housing rehab to LMI households. Additionally, affordable housing initiatives such as income based rental assistance and homeless services will be addressed
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Homeowner Housing Rehabilitated: 30 Household Housing Unit Homelessness Prevention: 20 Persons Assisted
	Location Description	City limits of Fort Pierce
	Planned Activities	Planned activities include a weatherization program, emergency housing rehabilitations for LMI households.
3	**Project Name**	CDBG: Public Services

	Target Area	City Limit - 3814.03 Census Tract City Limit - 3814.02 Census Tract City Limit - 3807 Census Tract City Limit - 3806 Census Tract City Limit - 3805 Census Tract City Limit - 3804 Census Tract City Limit - 3803 Census Tract City Limit - 3802 Census Tract City Limit - 3801 Census Tract City Limit - 3809.02 Census Tract City Limit - 3809.01 Census Tract
	Goals Supported	3A Provide Supportive Services for Special Needs 3B Provide Vital Services for LMI Households
	Needs Addressed	Public Services & Quality of Life Improvements Tenant-based rental assistance / Rapid Rehousing: 10 Households Assisted
	Funding	CDBG: $79,380
	Description	Provide supportive services for LMI households and also the special needs population in the City. Public service activities will include services to address homelessness, the elderly, youth services and persons with a disability to improve their quality of life.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities for Low/Moderate Income Housing Benefit: 1500 Households Assisted
	Location Description	City limits of Fort Pierce
	Planned Activities	Public service activities will include services to address homelessness, the elderly, youth services and persons with a disability and improve their quality of life. Public service activities for Low/Moderate Income.
4	**Project Name**	CDBG: Economic Development Activities

	Target Area	City Limit - 3814.03 Census Tract City Limit - 3814.02 Census Tract City Limit - 3807 Census Tract City Limit - 3806 Census Tract City Limit - 3805 Census Tract City Limit - 3804 Census Tract City Limit - 3803 Census Tract City Limit - 3802 Census Tract City Limit - 3801 Census Tract City Limit - 3809.02 Census Tract City Limit - 3809.01 Census Tract
	Goals Supported	4A Provide for Small Business Assistance
	Needs Addressed	Economic Development
	Funding	CDBG: $80,000
	Description	Provide assistance for financial management and neighborhood promotional guidance for small businesses in LMI neighborhoods; provide technical assistance and marketing/advertising for small micro enterprises; provide job training and employment opportunities to residents in LMI neighborhoods.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Businesses assisted: 135 Businesses Assisted
	Location Description	City limits of Fort Pierce
	Planned Activities	Planned activities include assistance to small businesses in LMI neighborhoods; technical assistance and marketing/advertising for small micro enterprises; commercial facade grants for properties located in lower income deteriorated areas. Planned activities also include support neighborhood revitalization activities that promote economic development and small business assistance for minority groups in the Fort Pierce. HUD Matrix Codes, economic development (18A, 18B, 18C).
5	**Project Name**	CDBG Program Administration

	Target Area	
	Goals Supported	Program Administration
	Needs Addressed	
	Funding	CDBG: $105,840
	Description	Planning and administration of CDBG Programs
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Provides Program Administrative Management and Oversight for all CDBG and SHIP Housing Programs. In addition to participating in Fair Housing Workshops and initiatives to grow and develop the Affordable Housing Programs.
	Location Description	City limits of Fort Pierce
	Planned Activities	Management, coordination, oversight of program; Fair Housing Workshops

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Fort Pierce does not allocate funding based solely on geographic requirements. Individuals or households must meet income qualifications to qualify for and receive direct assistance from activities and services in the CDBG program. For eligible public facilities & infrastructure improvement activities the City will be targeting Low/Mod Block Group Tracts.

Geographic Distribution

Target Area	Percentage of Funds
City Limit - 3814.03 Census Tract	
City Limit - 3814.02 Census Tract	
City Limit - 3813.01 Census Tract	
City Limit - 3807 Census Tract	
City Limit - 3806 Census Tract	
City Limit - 3805 Census Tract	
City Limit - 3804 Census Tract	
City Limit - 3803 Census Tract	
City Limit - 3802 Census Tract	
City Limit - 3801 Census Tract	
City Limit - 3809.02 Census Tract	
City Limit - 3809.01 Census Tract	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Planned activities have an “area-wide” benefit. Per HUD requirements, these areas must be within an eligible Census Block Group Tract, as defined by HUD-CDBG regulations, whereby the majority of the residents are low - to moderate-income (51%).

To determine these tracts the City utilizes HUD’s CDBG Low Mod Income Summary Data (LMISD) from the HUD Exchange website, which has defined the eligible block group tracts within the jurisdiction. The tracts can be found at: https://www.hudexchange.info/programs/acs-low-mod-summary-data/

Low/Mod Block Group Tracts: 3801001, 3802001, 3802002, 3802003, 3802004, 3803001, 3803002,3803003, 3803004, 3803005, 3803006, 3804001, 3804002, 3804003, 3804005, 3805001, 3805002,3805003, 3805004, 3805005, 3805006, 3806001, 3806002, 3806003, 3807002, 3807003,

3809011,3809012, 3809021, 3809024, 3814011, 3814012, 3814014, 3814015 & 3814022.

Discussion

Allocations will be made using the rating scale for projects that consider several criteria: The severity of the need; The availability of other funds to ensure project viability; How the project meets national CDBG objectives and goals; How well the project addresses local needs; and how large the impact will be for residents, i.e. number of beneficiaries.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	20
Non-Homeless	15
Special-Needs	20
Total	55

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	20

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The Weatherization Program improves AC units, doors, and windows to prepare for severe weather through community partnerships with the World Changers Program and local churches with Paint Our Town. The city also provides Down Payment Assistance for first-time homebuyers down payment and closing costs. The City will utilize SHIP funds for the Down Payment Assistance program.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Fort Pierce does not currently administer public housing projects; however, the city continuously seeks opportunities to collaboratively partner with the Fort Pierce Housing Authority (FPHA) in efforts to move forward with plans to create and maintain a transitional housing program for homeless families. By providing resources for public housing residents to become more involved in the participation of affordable homeownership opportunities.

Actions planned during next year to address the needs to public housing

The City will continue to collaborate with the Fort Pierce Housing Authority (FPHA) and area supportive service providers to develop a transitional housing program for our growing number of homeless families in the City of Fort Pierce.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City will continue to partner with the Fort Pierce Housing Authority (FPHA) to promote our down payment and closing cost assistance for first time homebuyers. The workshops provided by the FPHA are geared toward education, mentorship, financial responsibility, and the improvement of credit scores, etc.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Public Housing Authority (PHA) is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homeless prevention resources are available in Fort Pierce, however the limited resources available fall short of providing adequate services to meet the growing needs of both the emerging homeless population and residents who are at risk of becoming homeless. While gaps do exist, there are strong non-profit organizations working in coordination to ensure this population is served.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Treasure Coast Homeless Service Council (TCHSC) serves as the Continuum of Care (CoC) for three counties, which include Indian River, St. Lucie (the City of Fort Pierce), and Martin Counties. The CoC conducts a yearly Point in Time (PIT) count, in relation to HUD's requirements. The TCHSC publishes the homeless numbers for St. Lucie County on their website, which includes an assessment of their individual needs. This information is submitted with annual grant applications to address our homeless issues.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Fort Pierce will continue to collaborate with the Fort Pierce Housing Authority and local supportive service organizations to develop a transitional housing program for our growing number of homeless families.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

There are two (2) small homeless shelters located within the City of Fort Pierce. These do not come close to meeting the needs of our homeless population. The City is collaborating with various agencies and charitable organizations to address the situation. Although transitional housing is not feasible for the Fort Pierce Housing Authority, the City of Fort Pierce facilitates educational workshops and outreach for the community regarding financial stability that leads to permanent housing. Which includes the Grants Division's Downpayment Assistance Program.

Homeless needs are addressed in the community through other organizations, including but not limited to emergency shelter for the homeless. The City of Fort Pierce is located within the Treasure Coast Homeless Services Council Continuum of Care boundaries. The City has consistently partnered with the Continuum of Care (CoC) to assist with as needed funding to a local shelter within the City of Fort Pierce. This financial contribution will be provided through CDBG funds. The Treasure Coast Homeless Services Council will be responsible for the operation and maintenance of the facility.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Fort Pierce partners with Martin, St. Lucie, Indian River, and Okeechobee counties on the Treasure Coast to sponsor the “Where to Turn” - 211 Network. The 211 Network provides access to computer and telephone information as well as referrals for all social service needs. The network provides persons needing assistance with a single point of contact for finding critical resources.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

At the moment, it appears that the entire United States is facing an inadequate supply of affordable housing. To address this shortage, the private sector may need to make more investments in affordable housing and community development projects. In addition to financial institutions willingness to increasingly support these efforts by committing to innovative home lending strategies; increasing access to low-moderate income borrowers who seek safe and sustainable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Fort Pierce's Affordable Housing Advisory Committee (AHAC) is working closely with the Floria Housing Council. Reviewing the eleven (11) proposed topics and selecting those topics that can be best integrated with the City of Fort Pierce. Based on size and population the Affordable Housing Advisory Committee (AHAC) has proposed three recommendations to the city commissions for review and adoption. Of these three proposed topics the commission has adopted one of these initiatives.

SHIP LHAP Incentive Strategies

In addition to the **required Incentives Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

The City of Fort Pierce has a streamlined permitting process for handling permits for SHIP projects. Reduced or waived permit fees as well as immediately attending to SHIP permits are in place.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The City's SHIP office, along with Planning and Zoning work in tandem to analyze plans, procedures, rules, ordinances, regulations, or policies, to determine any impacts to the cost of affordable housing. If necessary, the SHIP administrator will bring this information to the Commission for consideration.

The city's initiative to ameliorate the adverse conditions mentioned is to seek guidance through our internal Planning Department addressing and/or upgrading zoning ordinances. The development of "pink zones" to accommodate "tiny homes" in the community in a plan to alleviate the severe shortage in affordable housing stock. The success of this plan will begin to decrease the pressure on the shortage in the city's housing market. The city and its residents also face a secondary challenge with the disparity between housing costs and the low and moderate incomes, which gives rise to the decreased ability to purchase and rent affordable housing. These factors and the existing supply of affordable housing continues to be one of the city's main priorities in addressing the affordable housing shortage. Additionally, the city and its municipal partners will continue to support the efforts of local housing providers whose strategies to retain and create affordable housing options throughout the region.

Discussion:

The crisis requires collaboration amongst business, government, and community leadership to address the on-going barriers faced in the affordable housing market.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Through the allocation of CDBG funding the city will continue to collaborate with local agencies to combat the obstacles associated with affordable housing and public services for very-low, low, and low-moderate-income persons/households. With the assistance of the Florida Housing Council, additional housing programs, housing and homeownerships workshops, and financial literacy.

Actions planned to foster and maintain affordable housing

The shortage of affordable housing in Fort Pierce increases the pressure on the City's housing market. One of the biggest challenges in the city is the disparity between housing costs and affordability, low- and moderate-income families are unable to afford the staggering costs to homeownership. These factors directly impact the existing supply of affordable housing, pricing most low-income families outside of the housing market. These concerns continue to be a priority for the city, with the passing of new ordinances and policies; city leadership plans to develop new affordable housing units. In support of these efforts, the city will partner with local non-profit housing providers who implement strategies to retain and create affordable housing options throughout the region.

The city plans to take the following actions to help foster and maintain affordable housing:

1). As a recipient of the Closing the Gap Initiative with the Florida Housing Coalition, providing down payment assistance to very low/low-income households - financial assistance can be used to buy down the cost of the mortgage; 2). Promote information at lending consortium meetings on affordable housing needs within the City of Fort Pierce; 3). Continue to identify regional partners with similar affordable housing interests and potentially provide a fair housing center to provide ongoing education and enforcement programs; 4). Continue to explore ways to increase the amount of affordable housing throughout the City, including examining ways to increase the amount of housing stock that is barrier free and ADA compliant; and 5). Partner with Fort Pierce Utilities Authority (FPUA) with the use of CDBG funds to assist residents through weatherization projects assisting homeowners with maintenance and

rehabilitation of their properties.

Actions planned to reduce lead-based paint hazards

Although there is no accurate geographical data citing incidences of lead-based paint (LBP) in the City of Fort Pierce. The city is aware of serious health hazards that lead-based paint poses and diligently mitigates each case encountered. The city encourages residents and property owners to test for and abate lead paint. All housing proposed for rehabilitation under the City's CDBG and SHIP programs are screened based on the year built to determine possible LBP hazard before funds are utilized. If a hazard is suspected, the homeowner is provided with the EPA Fact Sheet - *Identifying Lead Hazards in Your Home* and the EPA publication - *Protect Your Family from Lead in Your Home*. During the feasibility inspection, if potential lead-based paint is identified, the inspector notifies the homeowner and tests the suspected area with a swab, taking a sample to be processed and tested by the St. Lucie County Health Department. Should the rehabilitation disturb any surfaces contaminated with lead, then abatement procedures are utilized before the rehabilitation can move forward. If lead paint is detected, abatement costs are included in the rehabilitation. In all programs where federal funds are expended on a housing unit, the City incorporates the current procedures for hazard reduction or lead-based paint abatement guidelines as defined in 24 CFR Part 35.

In the home rehabilitation process, the city provides homeowners with a copy of the U.S. Department of Housing and Urban Development letter that informs homeowners of what to expect if they encounter lead-based paint in their home. Homeowners are also informed that non-lead-based paint will be used for the rehabilitation. Allocated funding above $5,000 with surfaces that are disturbed and built prior to 1978 are considered by the City as lead-based domiciles, and will take the action of conducting

abatement and remediation measures, per state and federal guidelines.

The St. Lucie County Health Department has established a lead screening process to screen school aged children less than 7 years old and treat high levels of exposure to lead. All high-elevated levels are reported to the Epidemiology Division and investigated by an Epidemiology nurse.

Funding awarded by the State Housing Initiatives Partnership (SHIP) program will be used to remediate lead-based paint issues, as needed.

The City has allocated CDBG funding to promote an ongoing educational campaign designed to inform the public on Fair Housing, the hazards of lead-based paint, and on resources that are available to address this dangerous issue.

Actions planned to reduce the number of poverty-level families

The City of Fort Pierce is committed to reducing the number of households with incomes below the poverty level by supporting programs to motivate and assist them to move toward self-sufficiency. The city will continue to support the efforts of local agencies working with residents who may be at or below the poverty level. Jurisdictions work with various service providers and other extensions of local government to provide low-income citizens with supportive services. The city continues to provide grants for programs to address human service needs in the community. These services and programs include children and family services, adult services, food and nutrition services, employment training programs, and many others. These programs and services help to build a firm foundation upon which individuals and families can find pathways to self-sufficiency. As a measure to reduce the number of persons with incomes below the poverty line, the city continues to coordinate efforts with other public

and private organizations providing additional economic development and workforce training programs.

Actions planned to develop institutional structure

The City of Fort Pierce plans to develop institutional structure with the acceptance and allocation of federal grant funds for Consolidated Plan programs. The goals and objectives of the Strategic Plan could not be developed without the input of the residents of Fort Pierce informed responses. The implementation of CDBG funds is overseen by the Department of Finance, Grants Administration Division. The area non-profits will coordinate and assist in the implementation of approved project, focusing on the delivery of public improvements, economic development initiatives, neighborhood revitalization, and better community facilities. The City of Fort Pierce's Commissioners will approve projects and programs that align with the City's strategic plans and goals. As the CDBG program approaches this final year in the five-year cycle, the City of Fort Pierce will continue to build capacity by expanding departments and non-profit agencies involved in the institutional development structure for the benefit of Fort Pierce residents.

Actions planned to enhance coordination between public and private housing and social service agencies

Coordination between providers is essential to improve the conditions and address gaps in services for Fort Pierce residents. Actions planned to enhance coordination between public and private housing and social service agencies include: collaboration in the application of CDBG funds leveraging resources to the fully extend assistance that aligns with the goals of the Consolidated Plan, providing CDBG funds to eligible projects for housing and social services; continued engagement with area nonprofits, the Fort Pierce Housing Authority, and the Fort Pierce Utility Authority to address issues of poverty, energy insufficiency, and homelessness; offering referrals to organizations that benefit from the programs and

services offered.

The city will continue to work toward enhancing our relationships between local lenders and supportive social service agencies. Local banks, mortgage lenders, and members of the St. Lucie County Lending Consortium contribute to the provision of affordable housing by helping to defray the cost of the homeownership workshops. Local banks are fee-paying members of the consortium, of which these fees are used to procure the services of Consumer Credit Counseling Services (now known as CreditAbility) to provide the training. Participation in the affordable housing programs aids local banks in their compliance and promotion under the Federal Community Reinvestment Act. Coordination and collaboration with numerous supportive public service organizations allows the city to aid in the prevention and duplication of efforts, encouraging smaller nonprofits to work with larger ones to expand service areas, and also identify areas where supportive services are needed and not available.

Discussion:

While the City has few internal resources and limited funding, we will continue to work to identify local partners to strengthen and expand opportunities and develop new programs that address the needs of our low and moderate-income residents.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The following provides details on program specific requirements for the Community Development Block Grant.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
Preapplication	New	
Application	Continuation	* Other (Specify)
Changed/Corrected Application	Revision	

*3. Date Received: 4. Applicant Identifier:

5a. Federal Entity Identifier:	*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name:

*b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. UEI:

d. Address:

*Street 1: _____

Street 2: _____

*City: _____

County/Parish: _____

*State: _____

*Province: _____

*Country: _____

*Zip / Postal Code _____

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____ *First Name: _____

Middle Name: _____

*Last Name: _____

Suffix: _____

Title:

Organizational Affiliation:

*Telephone Number: Fax Number:

*Email:

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

_____

CFDA Title:

_____

***12. Funding Opportunity Number**:

_____

*Title:

_____

13. Competition Identification Number:

_____

Title:

_____

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project**:

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: *b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: *b. End Date:

18. Estimated Funding ($):

*a. Federal _____

*b. Applicant _____

*c. State _____

*d. Local _____

*e. Other _____

*f. Program Income _____

*g. TOTAL _____

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: _____

Middle Name: _____

*Last Name: _____

Suffix: _____

*Title:

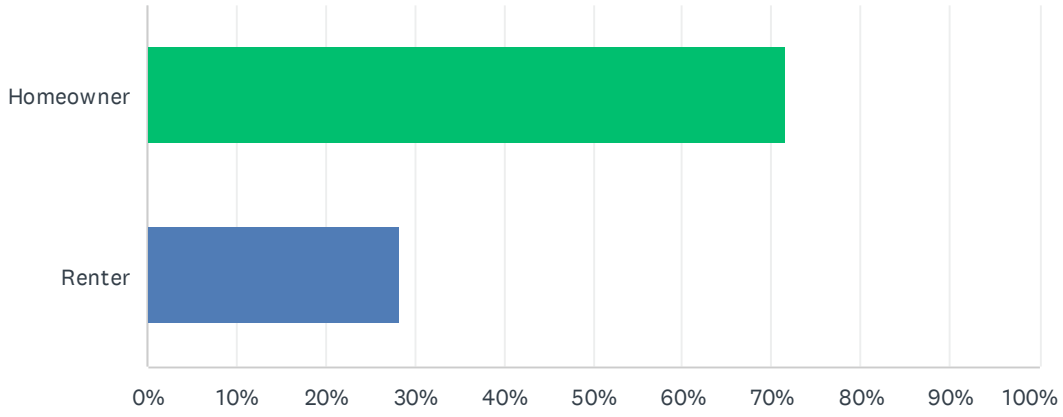
*Telephone Number: | Fax Number:

* Email:

*Signature of Authorized Representative: | *Date Signed:

Q1 I am a:

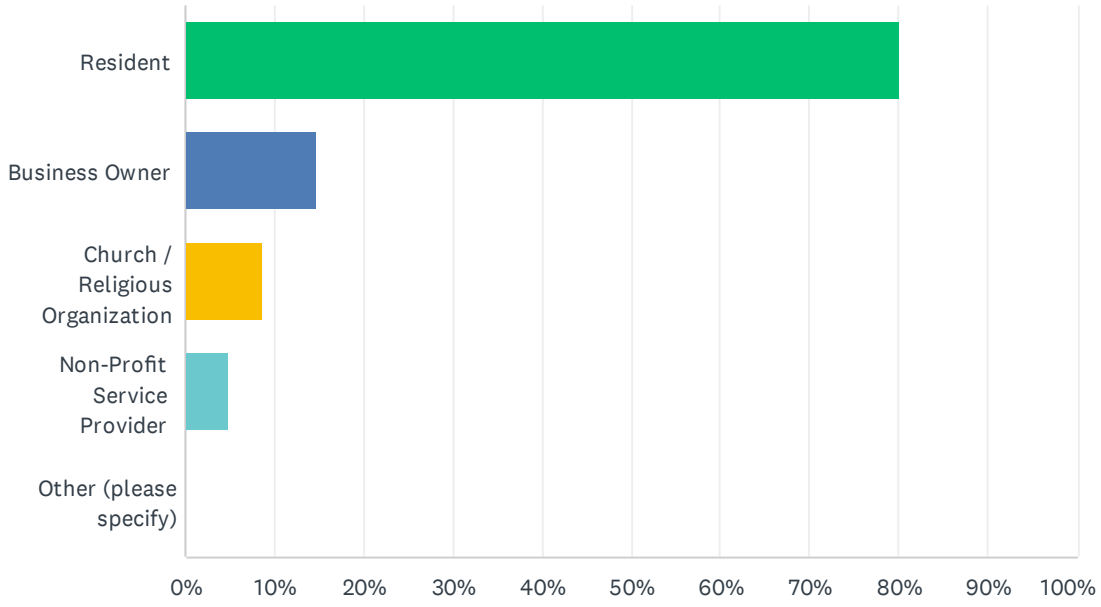
Answered: 81 Skipped: 0



ANSWER CHOICES	RESPONSES
Homeowner	71.60%
Renter	28.40%
TOTAL	

Q2 I am a:

Answered: 81 Skipped: 0



ANSWER CHOICES	RESPONSES
Resident	80.25%
Business Owner	14.81%
Church / Religious Organization	8.64%
Non-Profit Service Provider	4.94%
Other (please specify)	0.00%
Total Respondents: 81	

Q3 Name of My Neighborhood:

Answered: 81 Skipped: 0

Q4 Neighborhood Where My Business is Located (if applicable):

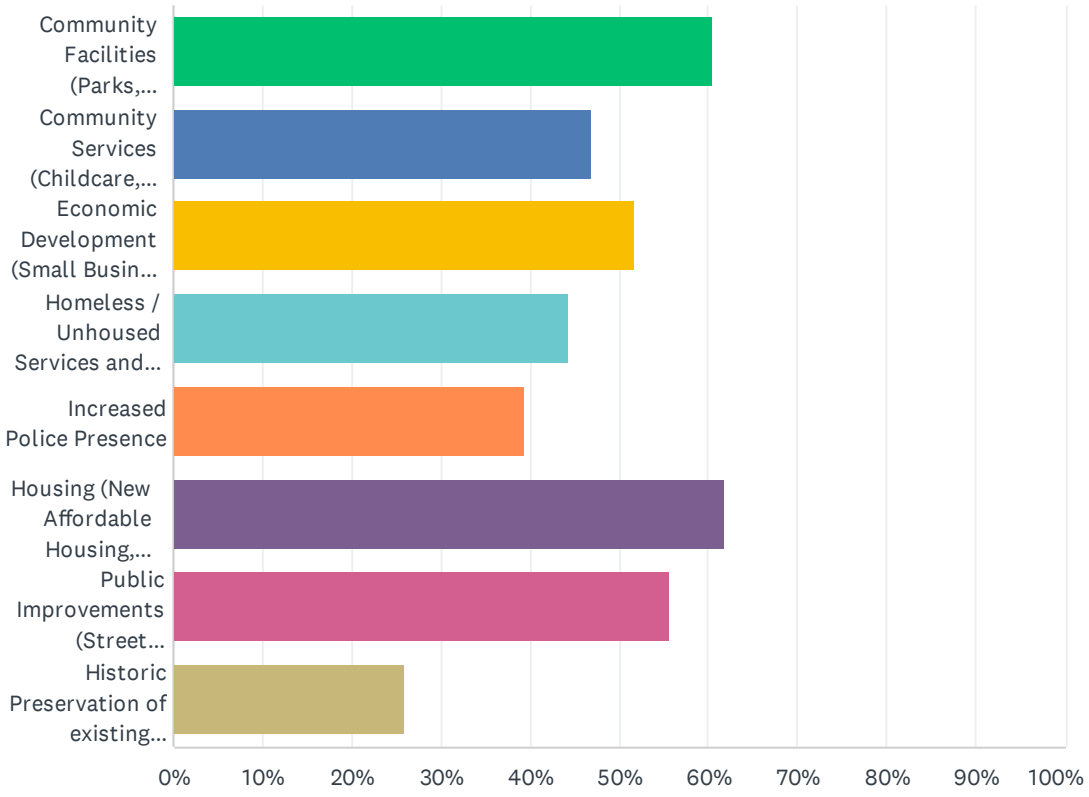
Answered: 81 Skipped: 0

Q5 Non-Profit Service Provider - Please indicate key services your agenc provides and your targeted clients.

Answered: 81 Skipped: 0

Q6 Community Need

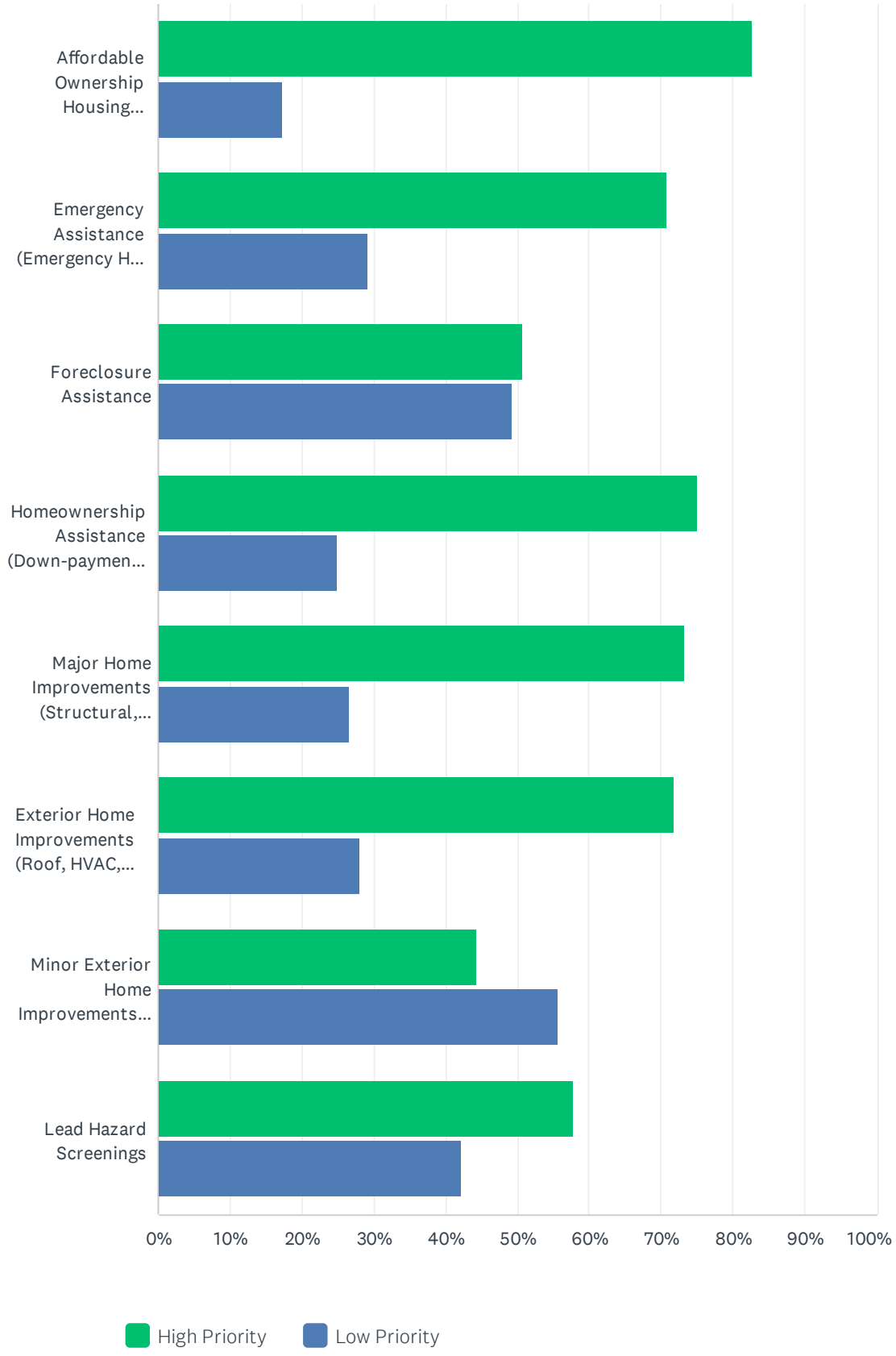
Answered: 81 Skipped: 0



ANSWER CHOICES	RESPONSES
Community Facilities (Parks, Recreation Centers, etc.)	60.49%
Community Services (Childcare, Senior Programs, etc.)	46.91%
Economic Development (Small Business Assistance, Programs, Projects, etc.)	51.85%
Homeless / Unhoused Services and Facilities	44.44%
Increased Police Presence	39.51%
Housing (New Affordable Housing, Repairs, Home Ownership Assistance, etc.)	61.73%
Public Improvements (Street Repairs, Lighting, Water, Sewer, etc.)	55.56%
Historic Preservation of existing properties	25.93%
Total Respondents: 81	

Q7 Housing

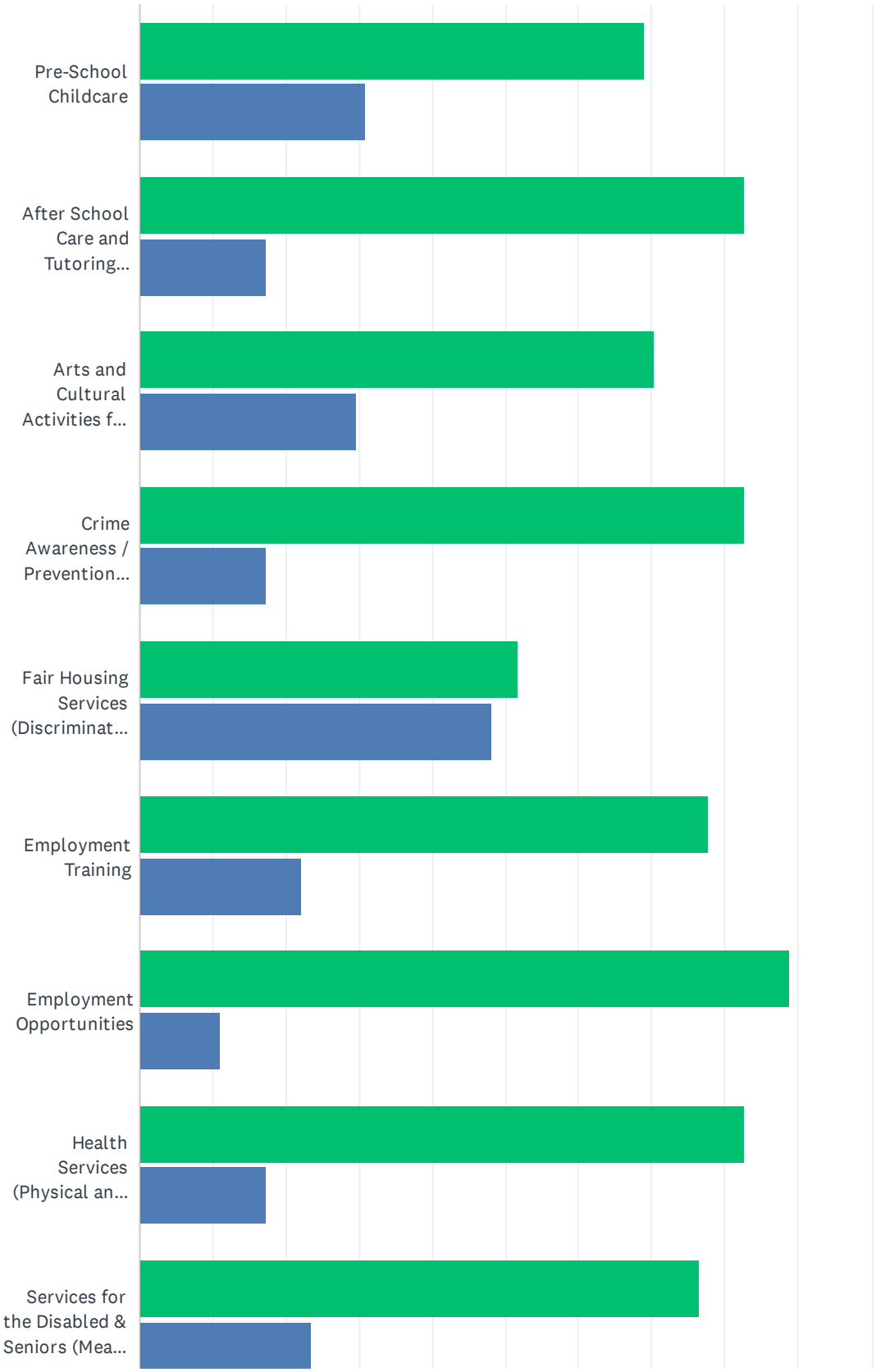
Answered: 81 Skipped: 0

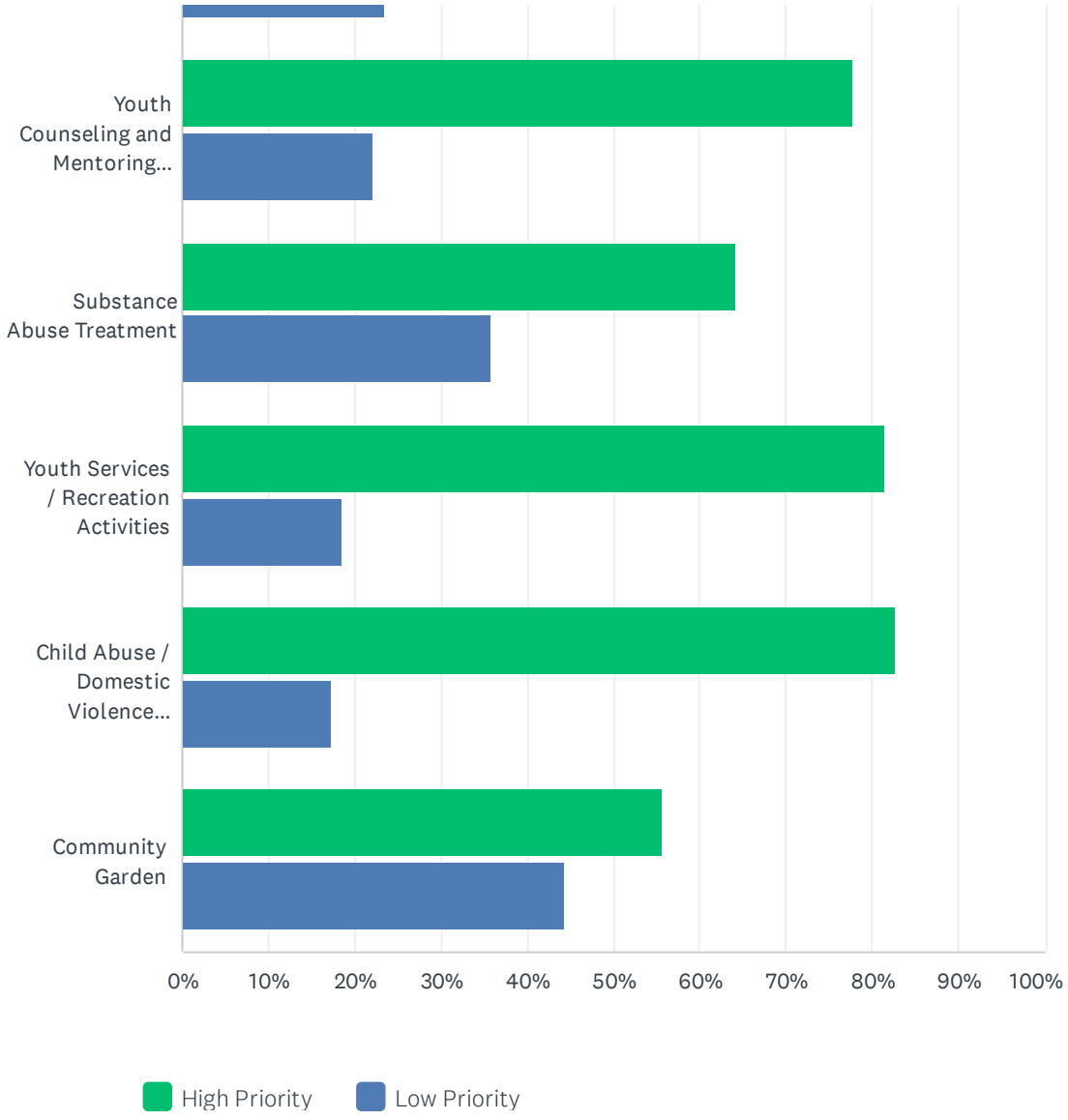

Affordable Ownership Housing...
Emergency Assistance (Emergency H...
Foreclosure Assistance
Homeownership Assistance (Down-paymen...
Major Home Improvements (Structural,...
Exterior Home Improvements (Roof, HVAC,...
Minor Exterior Home Improvements...
Lead Hazard Screenings
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
High Priority
Low Priority

	HIGH PRIORITY	LOW PRIORITY	TOTAL	WEIGHTED AVERAGE
Affordable Ownership Housing (Condos, Townhomes, Single Family)	82.72% 67	17.28% 14	81	
Emergency Assistance (Emergency Home Repairs)	70.89% 56	29.11% 23	79	
Foreclosure Assistance	50.65% 39	49.35% 38	77	
Homeownership Assistance (Down-payment, Closing Cost)	75.00% 60	25.00% 20	80	
Major Home Improvements (Structural, Electrical, Plumbing)	73.42% 58	26.58% 21	79	
Exterior Home Improvements (Roof, HVAC, Windows, Doors, etc.)	71.79% 56	28.21% 22	78	
Minor Exterior Home Improvements (Paint, Door Locks, Landscaping, etc.)	44.30% 35	55.70% 44	79	
Lead Hazard Screenings	57.69% 45	42.31% 33	78	

Q8 Community Services

Answered: 81 Skipped: 0

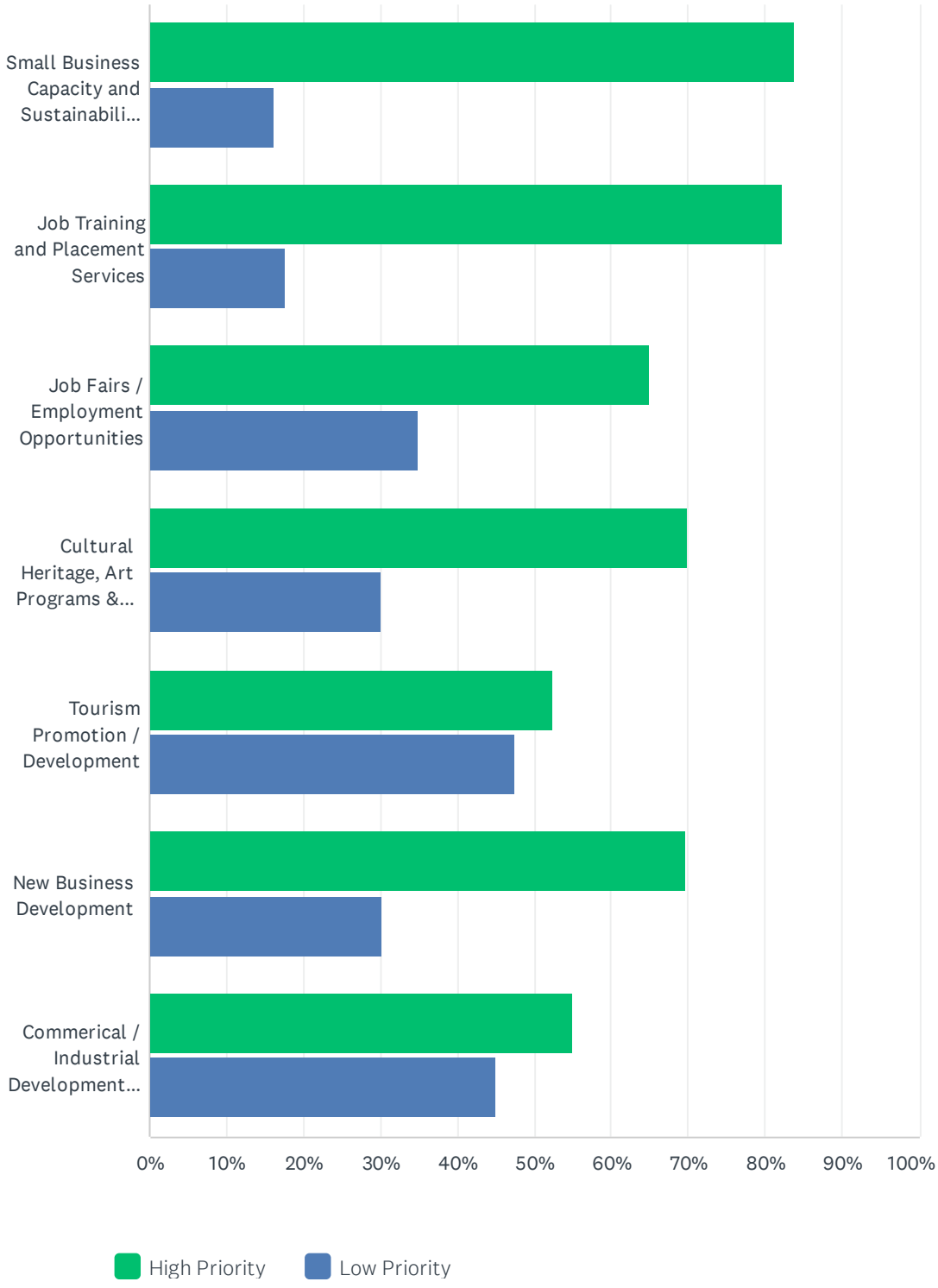



Youth Counseling and Mentoring...
Substance Abuse Treatment
Youth Services / Recreation Activities
Child Abuse / Domestic Violence...
Community Garden
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
High Priority
Low Priority

	HIGH PRIORITY	LOW PRIORITY	TOTAL	WEIGHTED AVERAGE
Pre-School Childcare	69.14% 56	30.86% 25	81	
After School Care and Tutoring Services	82.72% 67	17.28% 14	81	
Arts and Cultural Activities for Youth	70.37% 57	29.63% 24	81	
Crime Awareness / Prevention (Neighborhood Watch)	82.72% 67	17.28% 14	81	
Fair Housing Services (Discrimination Complaints)	51.85% 42	48.15% 39	81	
Employment Training	77.78% 63	22.22% 18	81	
Employment Opportunities	88.89% 72	11.11% 9	81	
Health Services (Physical and Mental Illness)	82.72% 67	17.28% 14	81	
Services for the Disabled & Seniors (Meals on Wheels, Independant Living, Job Training)	76.54% 62	23.46% 19	81	
Youth Counseling and Mentoring Services	77.78% 63	22.22% 18	81	
Substance Abuse Treatment	64.20% 52	35.80% 29	81	
Youth Services / Recreation Activities	81.48% 66	18.52% 15	81	
Child Abuse / Domestic Violence Prevention, Counseling and Outreach Services	82.72% 67	17.28% 14	81	
Community Garden	55.56% 45	44.44% 36	81	

Q9 Economic Development

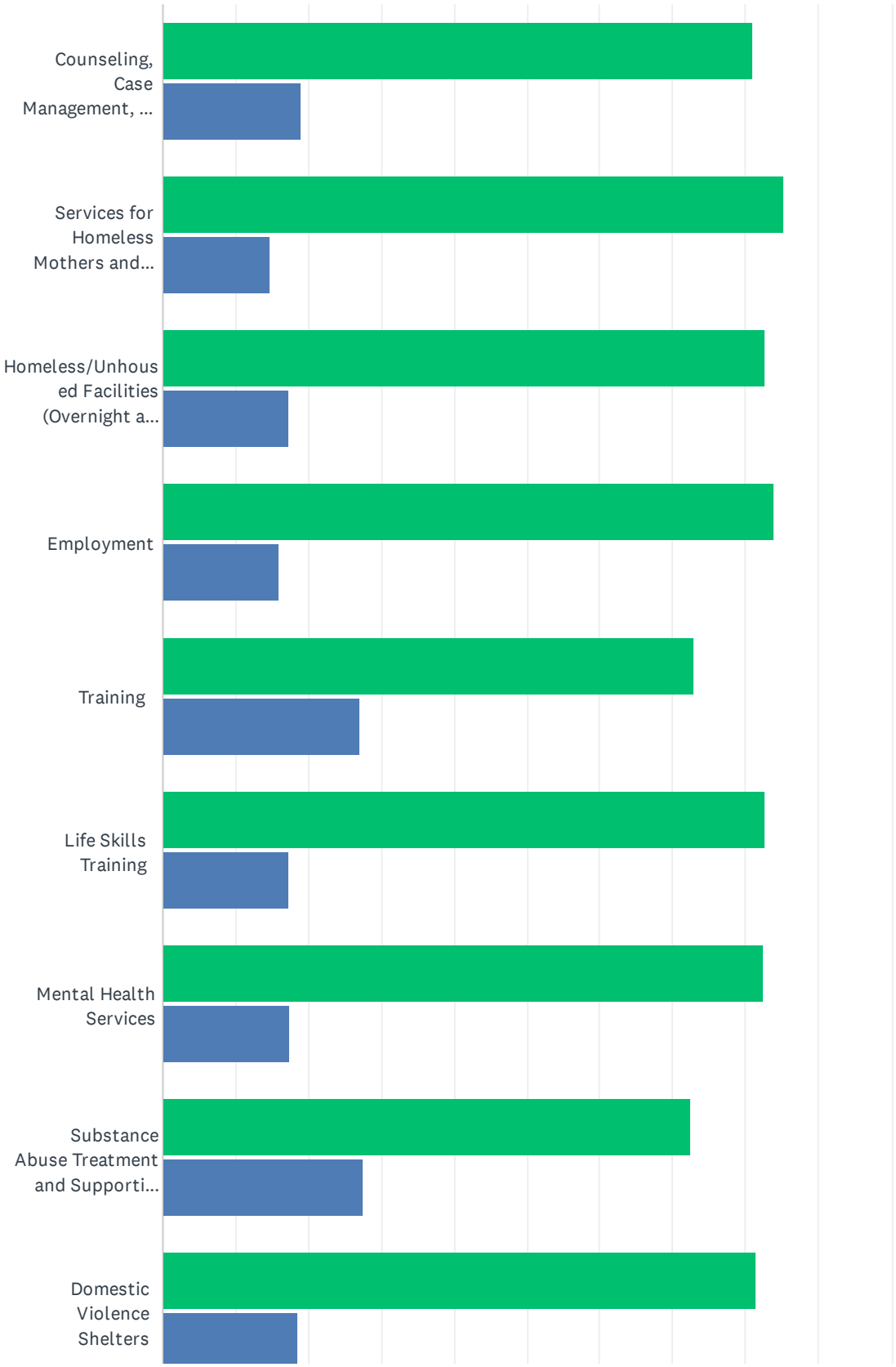
Answered: 81 Skipped: 0

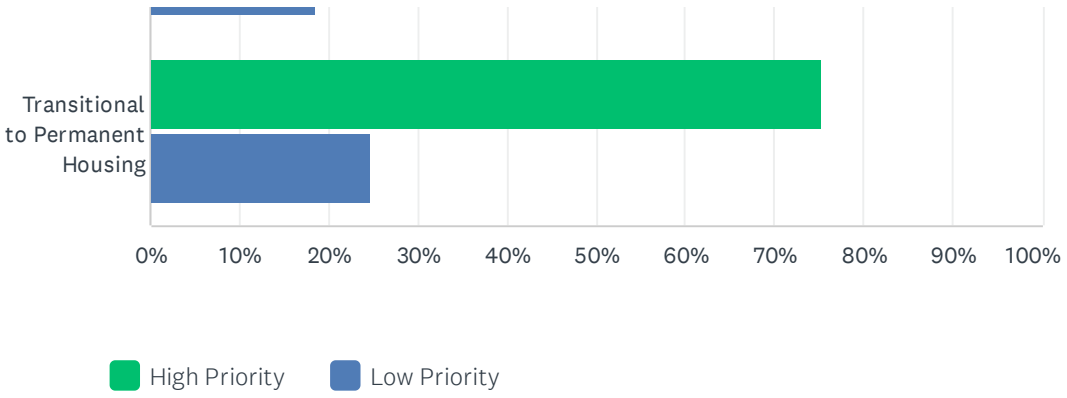


	HIGH PRIORITY	LOW PRIORITY	TOTAL	WEIGHTED AVERAGE
Small Business Capacity and Sustainability Assistance	83.75% 67	16.25% 13	80	
Job Training and Placement Services	82.28% 65	17.72% 14	79	
Job Fairs / Employment Opportunities	65.00% 52	35.00% 28	80	
Cultural Heritage, Art Programs & Projects Within Neighborhood	70.00% 56	30.00% 24	80	
Tourism Promotion / Development	52.50% 42	47.50% 38	80	
New Business Development	69.62% 55	30.38% 24	79	
Commerical / Industrial Development Projects	55.00% 44	45.00% 36	80	

Q10 Homeless Services

Answered: 81 Skipped: 0

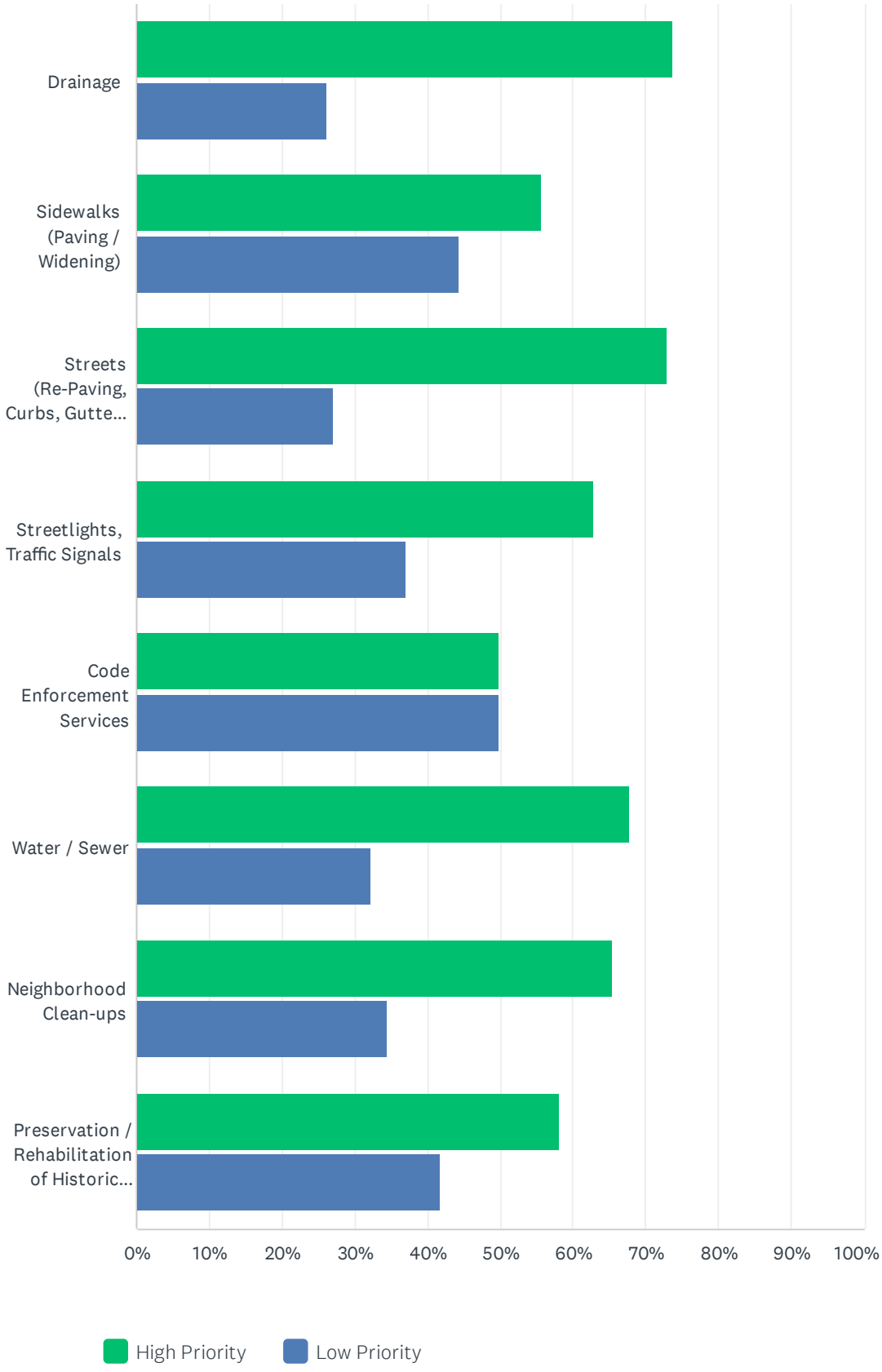




	HIGH PRIORITY	LOW PRIORITY	TOTAL	WEIGHTED AVERAGE
Counseling, Case Management, and Referral Services	81.01% 64	18.99% 15	79	
Services for Homeless Mothers and Children	85.19% 69	14.81% 12	81	
Homeless/Unhoused Facilities (Overnight and Day Resource Centers)	82.72% 67	17.28% 14	81	
Employment	83.95% 68	16.05% 13	81	
Training	72.84% 59	27.16% 22	81	
Life Skills Training	82.72% 67	17.28% 14	81	
Mental Health Services	82.50% 66	17.50% 14	80	
Substance Abuse Treatment and Supportive Services	72.50% 58	27.50% 22	80	
Domestic Violence Shelters	81.48% 66	18.52% 15	81	
Transitional to Permanent Housing	75.31% 61	24.69% 20	81	

Q11 Public Improvements

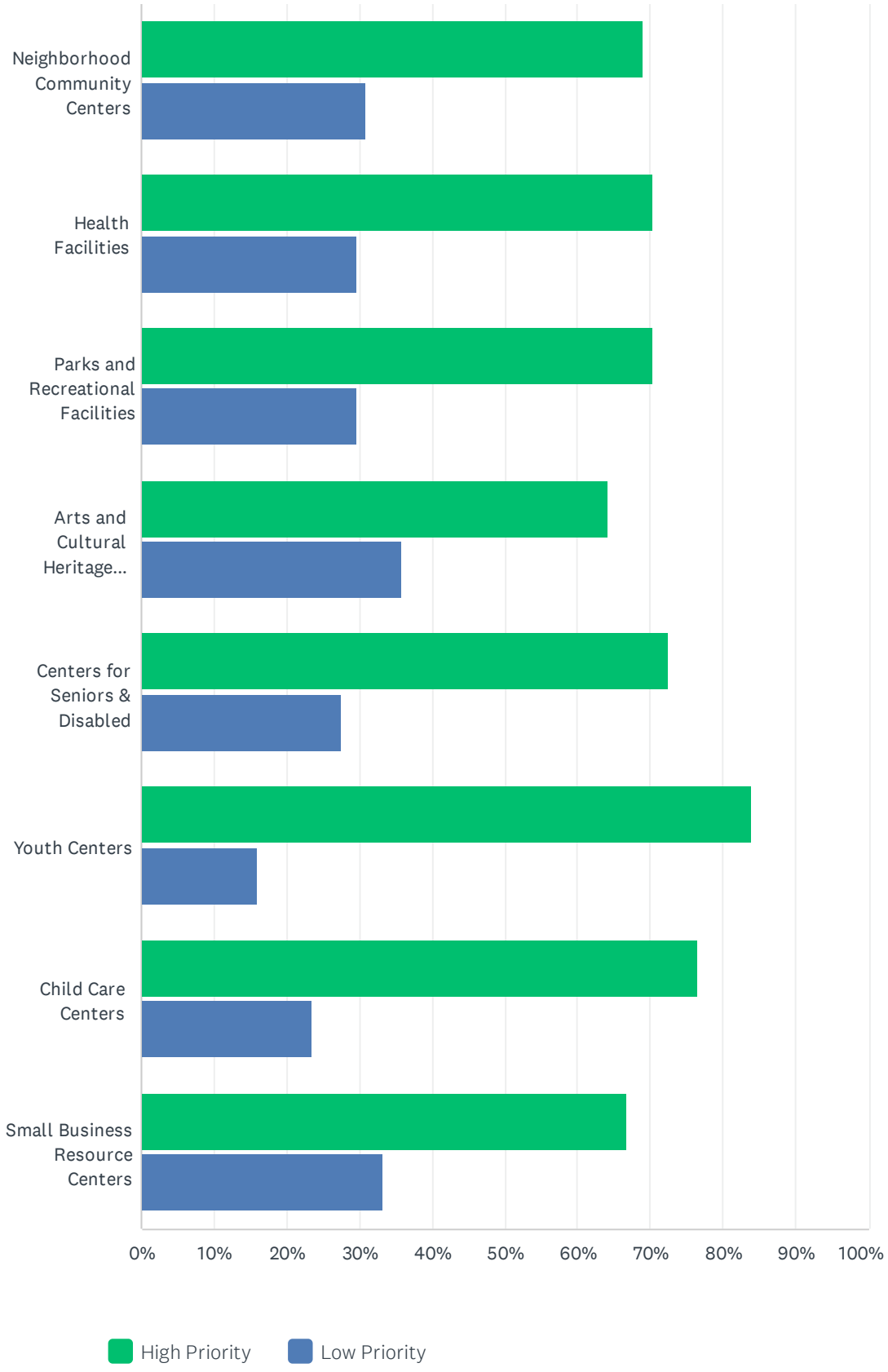
Answered: 81 Skipped: 0


Drainage
Sidewalks (Paving / Widening)
Streets (Re-Paving, Curbs, Gutte...
Streetlights, Traffic Signals
Code Enforcement Services
Water / Sewer
Neighborhood Clean-ups
Preservation / Rehabilitation of Historic...
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
High Priority
Low Priority

	HIGH PRIORITY	LOW PRIORITY	TOTAL	WEIGHTED AVERAG
Drainage	73.75% 59	26.25% 21	80	
Sidewalks (Paving / Widening)	55.56% 45	44.44% 36	81	
Streets (Re-Paving, Curbs, Gutters, etc.)	72.84% 59	27.16% 22	81	
Streetlights, Traffic Signals	62.96% 51	37.04% 30	81	
Code Enforcement Services	50.00% 40	50.00% 40	80	
Water / Sewer	67.90% 55	32.10% 26	81	
Neighborhood Clean-ups	65.43% 53	34.57% 28	81	
Preservation / Rehabilitation of Historic Properties	58.23% 46	41.77% 33	79	

Q12 Community Facilities

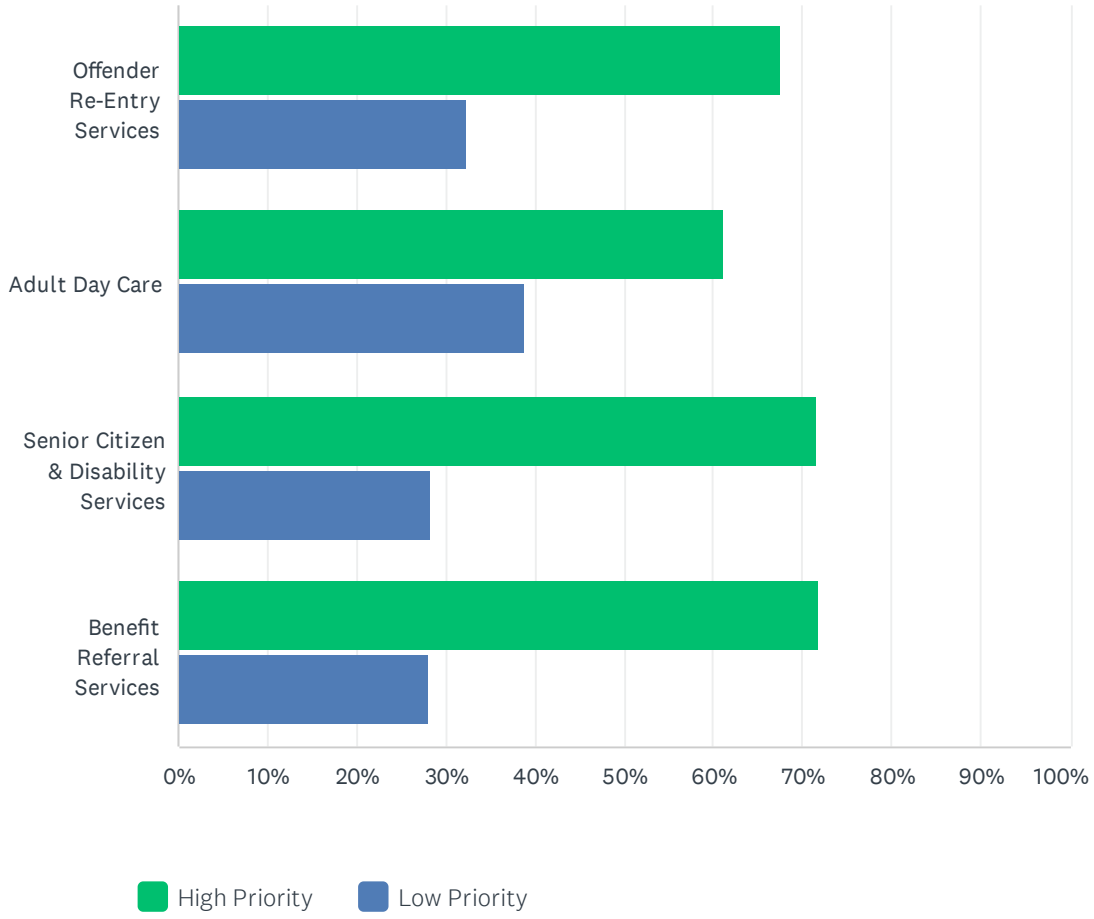
Answered: 81 Skipped: 0


Neighborhood Community Centers
Health Facilities
Parks and Recreational Facilities
Arts and Cultural Heritage...
Centers for Seniors & Disabled
Youth Centers
Child Care Centers
Small Business Resource Centers
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
High Priority
Low Priority

	HIGH PRIORITY	LOW PRIORITY	TOTAL	WEIGHTED AVERAGE
Neighborhood Community Centers	69.14% 56	30.86% 25	81	
Health Facilities	70.37% 57	29.63% 24	81	
Parks and Recreational Facilities	70.37% 57	29.63% 24	81	
Arts and Cultural Heritage Activity Centers	64.20% 52	35.80% 29	81	
Centers for Seniors & Disabled	72.50% 58	27.50% 22	80	
Youth Centers	83.95% 68	16.05% 13	81	
Child Care Centers	76.54% 62	23.46% 19	81	
Small Business Resource Centers	66.67% 54	33.33% 27	81	

Q13 Non-Homeless - Special Needs

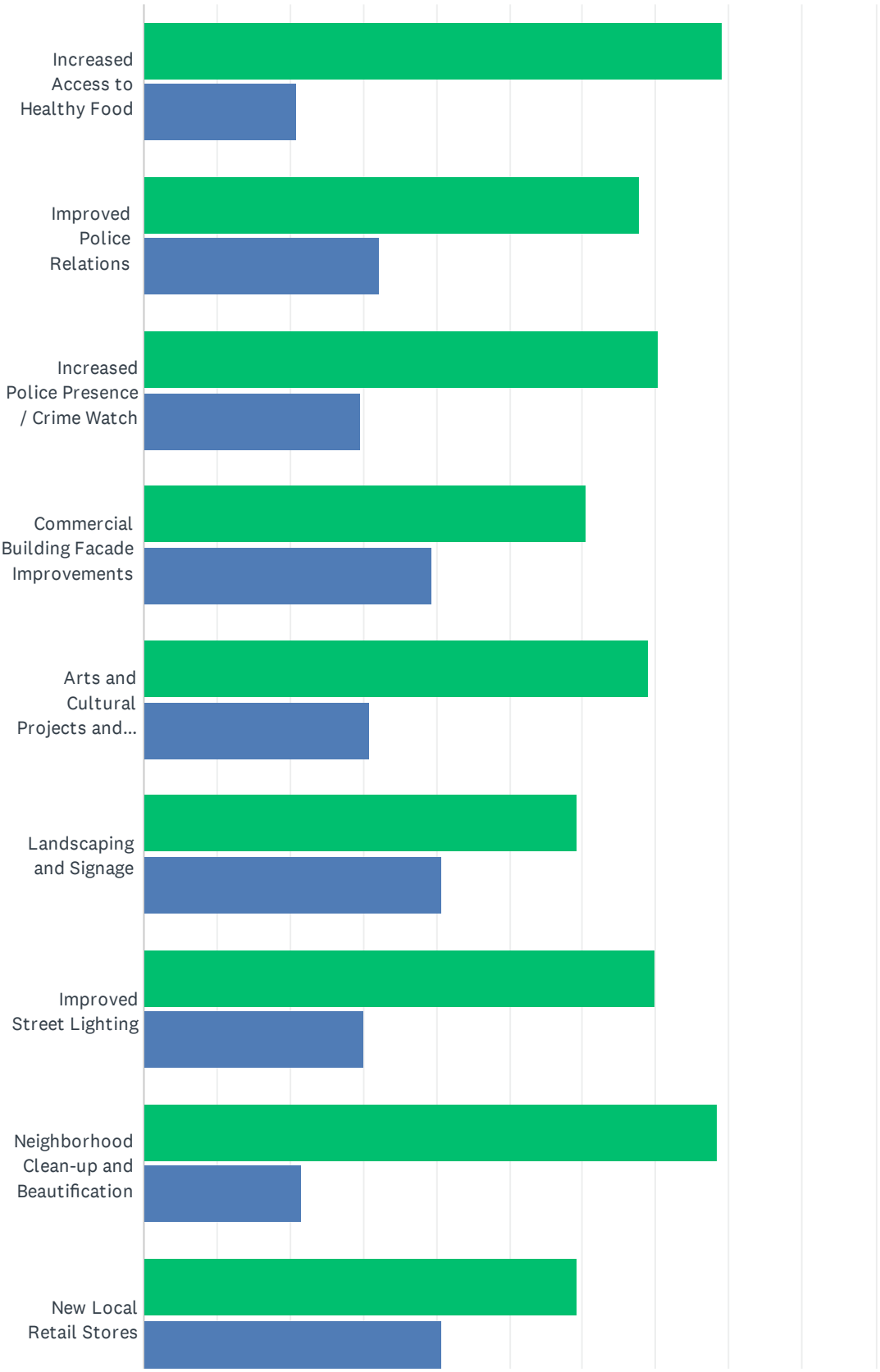
Answered: 81 Skipped: 0

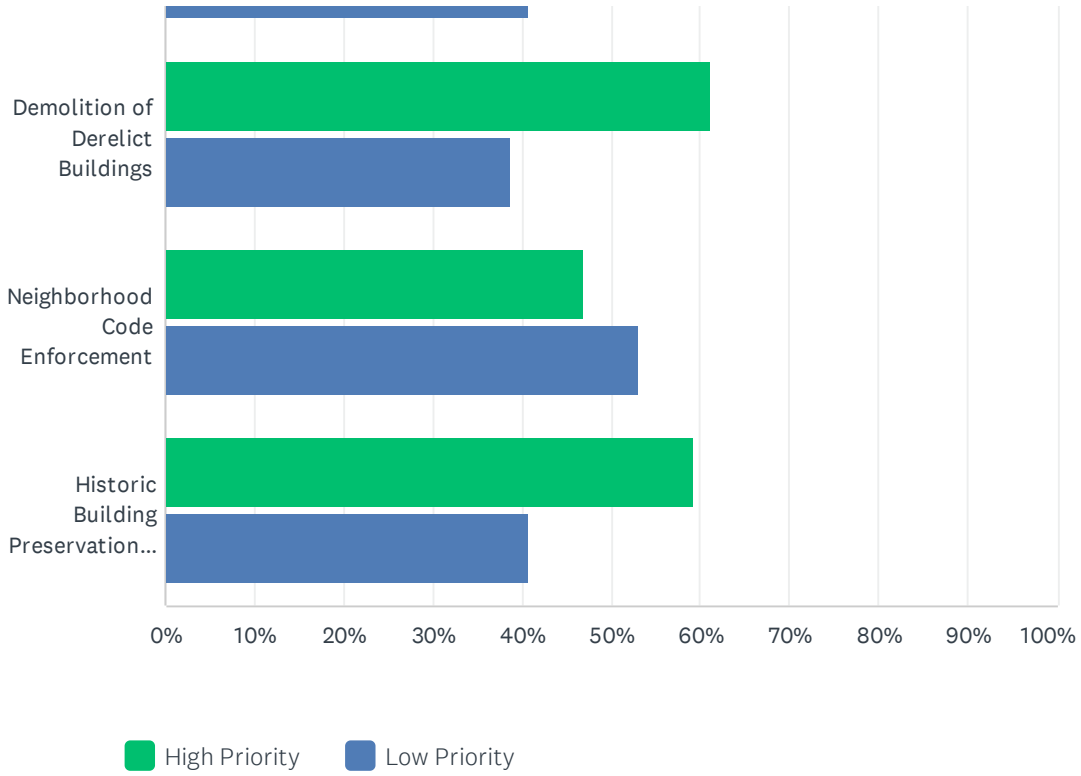


	HIGH PRIORITY	LOW PRIORITY	TOTAL	WEIGHTED AVERAGE
Offender Re-Entry Services	67.50% 54	32.50% 26	80	
Adult Day Care	61.25% 49	38.75% 31	80	
Senior Citizen & Disability Services	71.60% 58	28.40% 23	81	
Benefit Referral Services	71.79% 56	28.21% 22	78	

Q14 Neighborhood Improvements

Answered: 81 Skipped: 0





	HIGH PRIORITY	LOW PRIORITY	TOTAL	WEIGHTED AVERAGE
Increased Access to Healthy Food	79.01% 64	20.99% 17	81	
Improved Police Relations	67.90% 55	32.10% 26	81	
Increased Police Presence / Crime Watch	70.37% 57	29.63% 24	81	
Commercial Building Facade Improvements	60.49% 49	39.51% 32	81	
Arts and Cultural Projects and Activities	69.14% 56	30.86% 25	81	
Landscaping and Signage	59.26% 48	40.74% 33	81	
Improved Street Lighting	70.00% 56	30.00% 24	80	
Neighborhood Clean-up and Beautification	78.48% 62	21.52% 17	79	
New Local Retail Stores	59.26% 48	40.74% 33	81	
Demolition of Derelict Buildings	61.25% 49	38.75% 31	80	
Neighborhood Code Enforcement	46.91% 38	53.09% 43	81	
Historic Building Preservation / Rehab	59.26% 48	40.74% 33	81	

PUBLIC NOTICE
PUBLIC COMMENT REVIEW PERIOD & PUBLIC HEARING
DRAFT PY 2024 ANNUAL ACTION PLAN

NOTICE is given that a draft of the 2024-2025 Annual Action Plan (AAP) for the City of Fort Pierce will be available for a thirty (30) day public comment and review period. Notice is also given that a Public Hearing will be held.

The City of Fort Pierce is an entitlement city and eligible for Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development. CDBG funds are utilized by the City for housing and community development activities that are intended to benefit low- to moderate-income residents in Fort Pierce.

The 2021-2025 Consolidated Plan assesses the housing and community development needs and identifies the overall priority needs in the City. A strategic plan is developed, and goals are created to address identified needs. For each year of the plan an AAP is developed with activities that work to complete the goals in the Consolidated Plan. The 2021-2025 Consolidated Plan includes the third year PY 2023 AAP.

Public Comment Period: A draft of the PY 2024 AAP will be available to review from July 5, 2024, to August 5, 2024, and can be downloaded from the City's Grants Administration website at: https://www.cityoffortpierce.com/399/Community-Development-Block-Grant-CDBG

The funds will be disbursed to the following programs:



Public comments regarding the draft will be accepted until 4:30 PM on August 5, 2024, and can be submitted in the following ways:

By Mail: City of Fort Pierce, Grants Administration 100 N. U.S. Highway 1, Fort Pierce, FL 34950

Vía E Mail: grantsadministration@cityoffortpierce.com

Public Hearing: A public hearing will be held at a regularly scheduled City Commission meeting on August 5, 2024, at 5:05 PM. City Commission meetings are held in the Commission Chambers at the City of Fort Pierce City Hall, 100 North U.S. Highway 1. The public can view the public hearing at:

http://www.cityoffortpierce.com/356/Streaming-Video

For further information, please contact Grants Administration, at 772-467-3161.

In accordance with the Americans with Disabilities Act of 1990, for all persons who are disabled and require special accommodations to participate please email sjohnson@cityoffortpierce.com or call the ADA Coordinator at 772- 467-3766. For non-English speaking assistance please call 772-467-3000.

2024 Action Plan – Proposed Activities $529,209

Economic Development – $80,000	**$20,000 – Job Fair & Lincoln Park Business Expo** **$40,000 – Technical Assistance / Grants for Small Business (6)** **$20,000 –Small Business Educational Workshops; Small Business Startups**
Public Services - $79,380 (15% CAP)	**$20,000 - PSA Grants (4)** **$59,380 – Pre-Approved Rapid Rehousing Applications**
Public Facilities - $93,989	**Improvements to Playgrounds, Parks, Public Facilities, i.e., Community Gardens and Recreational Centers**
Housing Programs - $170,000	**$10,000 - World Changers** **$10,000 - Paint Our Town Programs** **$150,000 – Emergency Rehab**
Program Administration - $105,840 (20% CAP)	**Management, Coordination, Oversight of Program; Fair Housing Workshops**

TAKE SURVEY HERE



CITY OF FORT PIERCE LAUNCHES ASSESSMENT SURVEY FOR COMMUNITY DEVELOPMENT BLOCK GRANT

SURVEY AVAILABLE UNTIL July 3, 2024

FORT PIERCE RESIDENTS AND PUBLIC SERVICE PROVIDERS ARE ENCOURAGED TO TAKE THE SURVEY WHICH WILL HELP SET THE FRAMEWORK FOR COMMUNITY, HOUSING, AND ECONOMIC DEVELOPMENT PROJECTS FOR FORT PIERCE DURING THE NEXT FISCAL YEAR.

FOR MORE INFORMATION
CALL 772.467.3161 OR EMAIL
GRANTSADMINISTRATION@CITYOFFORTPIERCE.COM

WWW.CITYOFFORTPIERCE.COM

FORT PIERCE, FL · THE SUNRISE CITY

City of Fort Pierce
Monday, June 3, 2024
Contact: Kaitlyn Ballard, Marketing & Communications Manager
772.742.9835 | kballard@cityoffortpierce.com
News Release #17-24

FOR IMMEDIATE RELEASE

City of Fort Pierce Launches Assessment Survey for Community Development Block Grant

FORT PIERCE, FL – The City of Fort Pierce is currently developing its 2024-2025 Annual Action Plan to allocate funds from the Community Development Block Grant (CDBG) Program. This plan, covering the period from October 1, 2024, to September 30, 2025, is part of the 2021-2025 5-Year Consolidated Plan previously reviewed and approved by the City Commission.

The Annual Action Plan will identify key issues and opportunities in Fort Pierce and address infrastructure improvements, public and assisted housing, and economic and community development initiatives. To ensure the plan accurately reflects community needs, city residents and public service providers are invited to participate in the Community Needs Assessment Survey.

The survey can be accessed online at https://www.surveymonkey.com/r/cityoffortpiercecommunityneedssurvey until June 23rd, 2024. Participants who prefer to receive a copy of the survey by email or mail, or have questions about the survey or the U.S. Department of Housing and Urban Development (HUD) CDBG allocations to Fort Pierce for Program Year 2024-2025, are encouraged to contact the Grants Administration Division at 772-467-3161 or email grantsadministration@cityoffortpierce.com.

Survey results will be tabulated and included in the 2024-2025 Annual Action Plan, setting the framework for community, housing, and economic development projects in Fort Pierce for the upcoming fiscal year.

Thank you for your participation.

Kaitlyn Ballard | Marketing & Communications Manager | City of Fort Pierce

772.742.9835 • 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

RESOLUTION NO. 24-R32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **RECEIVING AND ACCEPTING THE ANNUAL ACTION PLAN** FOR SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR REVIEW AND APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States Department of Housing and Urban Development (HUD), under provisions of Title 1 Housing and Community Act of 1974, as amended, has been authorized to award grants for local government projects designated to stabilize and revitalize low and moderate income neighborhoods and that address the problems of deteriorated housing and other blighted conditions; and

WHEREAS, the City designed and will submit a HUD Community Development Block Grant (CDBG) Annual Action Plan for 2024 -2025; and

WHEREAS, the City requests assistance under these plans to improve housing conditions, provide infrastructure for development and redevelopment, commercial and neighborhood revitalization, and support economic development; and

WHEREAS, the Jacksonville Area HUD office now requires the 2024-2025 Annual Action Plan in order to fund said improvements; and

WHEREAS, the City possesses the legal authority to apply for these CDBG funds; and

WHEREAS, the City has held a series of public hearings to obtain citizen input concerning the implementation of these plans; and

WHEREAS, the City Commission deems it is in the best interest of the public for the City to submit the Annual Action Plan for review and approval.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA THAT:

Section 1: The City Commission of the City of Fort Pierce hereby receives and accepts the Annual Action Plan 2024-2025, attached at Exhibit A, for submission to the United States Department of Housing and Urban Development for review and approval.

Section 2: This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 5th day of August 2024.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Sara Hedges, City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: CDBG FY 24-25 ANNUAL ACTION PLAN RESOLUTION

CAO RLS FILE: RLS 24-293

DATE: JULY 30, 2024

I have reviewed the above Request for Legal Services (RLS) related to the CDBG Fiscal Year 2024-2025 Annual Action Plan. Per our discussion and from the explanation of previous Grants Managers, the Annual Action plan is not "approved" by the City Commission, but it is presented to them and received by them pursuant to HUD requirements. Given this, the Resolution has been changed to reflect such. Further, the Resolution authorized the Mayor to execute documents related to certifications for the Consolidated Plan. No such documents have been attached or provided for review. This language has been deleted. If such documents are later required, they must be submitted to this Office for review as to form and correctness prior to the City Commission authorizing the Mayor to sign them.

I have uploaded the Resolution in a Track Changes format and a Clean Version format. With the changes implemented (as in the Clean Version), the Resolution is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

City Commission Regular Meeting - 5:05 pm **12. b.**

Meeting Date: 08/05/2024

Re: Annexation - 169 Delray LLC - 3403-233-0002-000-6

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 24-022: Review and approval of a Voluntary Annexation by owner 69 Delray LLC, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near the intersection of W. Midway Road and Oleander Avenue. The proposed Future Land Use designation for the subject property is RH, High Density Residential, with a proposed Zoning designation of R-5, High Density Residential. Parcel ID: 3403-233-0002-000-6. SECOND READING

SUMMARY:

Project #: 24-0200003
A voluntary application for annexation was submitted by applicant Amanda Grohall, MBV Engineering on behalf of owner(s) 169 Delray LLC, Jay Bailyn. The request is to annex Parcel ID: 3403-233-0002-000-6, located at or near the intersection of W. Midway Road and Oleander Avenue. The subject property has a County Future Land Use designation of Public Facilities (P/F) and Zoning designation of Institution (Inst). The proposed property is requesting annexation and obtaining City Future Land Use designation of Residential High (RH) 12-18 du/ac and Zoning designation of High Residential Density (R-5).

RECOMMENDATION:

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of RH and the Zoning designation of R-5.

ALTERNATIVES:

1. Recommend approval with conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Planner

COORDINATED WITH:

1. Techinical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 24-022
Staff Presentation
Staff Report
Applicant File
Staff Supporting Documents
Legal Memo
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/21/2024 01:55 PM
City Manager	Nick Mimms	06/28/2024 06:32 PM

Form Started By: Kerry Driver Started On: 06/13/2024 12:09 PM
Final Approval Date: 07/16/2024

ORDINANCE NO. 24-022

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR THE CORNER OF WEST MIDWAY ROAD AND OLEANDER AVE** 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, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE FORT PIERCE ZONING DESIGNATION OF HIGH DENSITY RESIDENTIAL (R-5); ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION OF HIGH DENSITY RESIDENTIAL (RH); 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 property is located within an enclave and Section 171.046 of the Florida Statutes states that it is the policy of the state to eliminate enclaves.

WHEREAS, the estimated population of the annexation is zero (0); and

WHEREAS, the owner(s) have petitioned for voluntary annexation 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 June 10, 2024, meeting voted 4 to 4 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 June 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 June 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: 3403-233-0002-000-6

LEGAL DESCRIPTION:
A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST (1.95 AC).

Said property containing approximately 1.95 acres and being generally located at the intersection of West Midway Road and Oleander Avenue.

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, 2025, 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 High Density Residential (R-5) and assigned a Future Land Use Designation of High Density Residential (RH), 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. **24-022** was duly advertised accordance with Section 171.044(2) of the Florida Statues by display advertising St. Lucie News Tribune on Sunday, June 30, 2024 and Sunday, July 21, 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 July 15, 2024; and was duly introduced, read by title only, and passed on second and final reading August 5, 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.

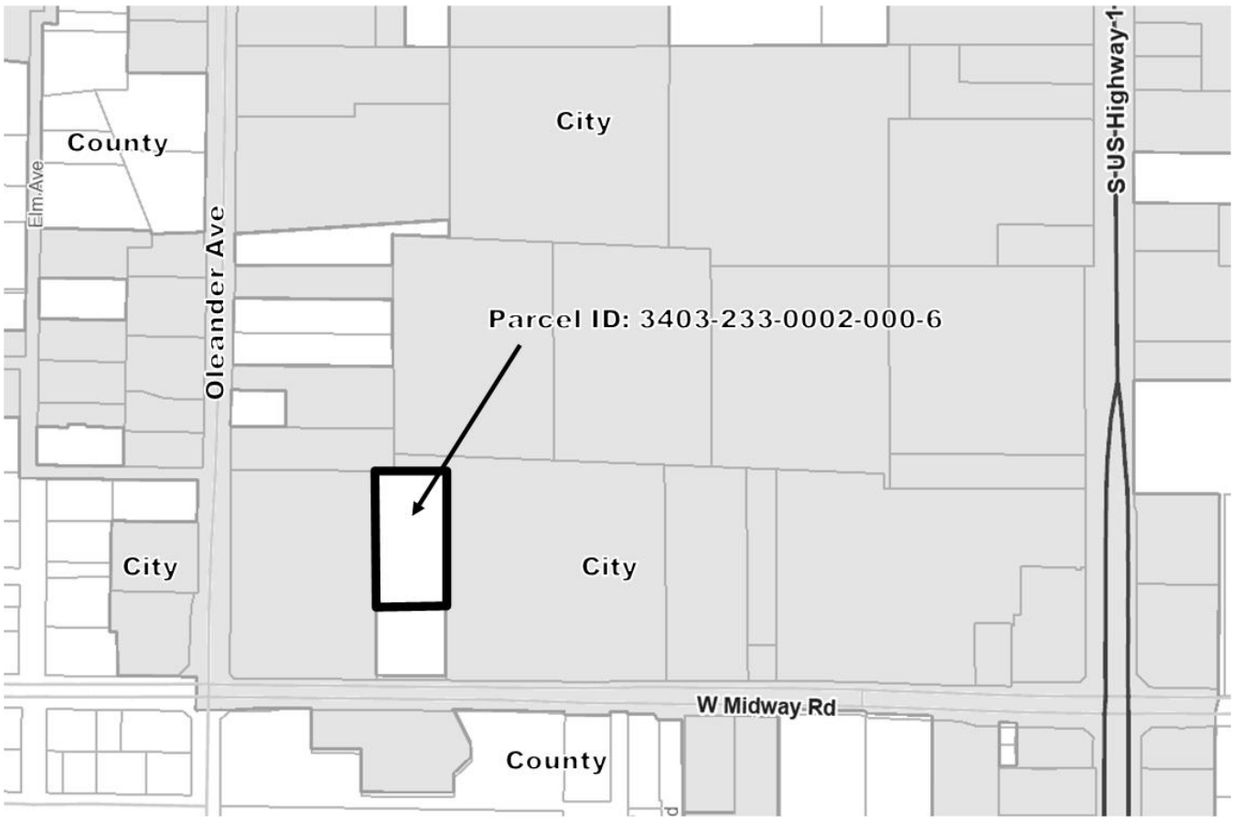
_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(CITY SEAL)

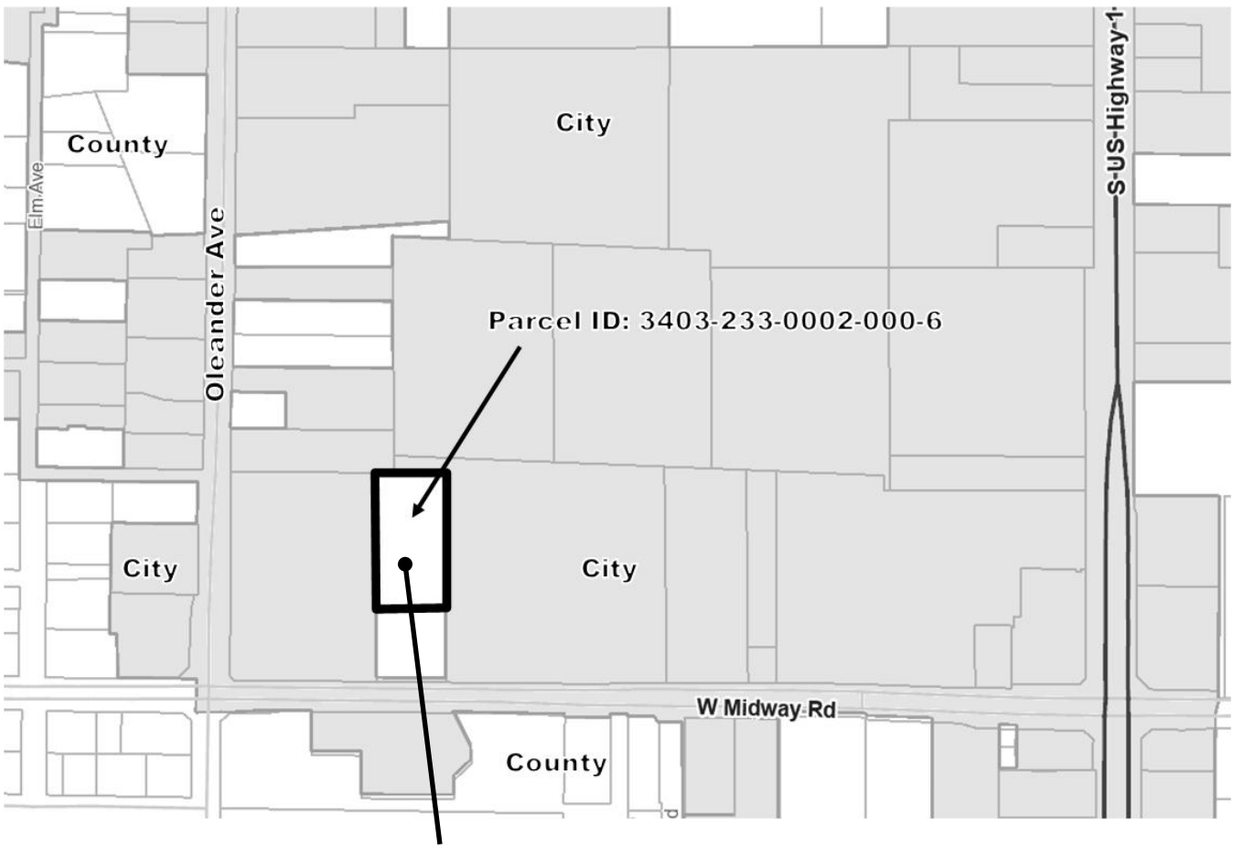
EXHIBIT A
Territorial Limits Extension



A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST (1.95 AC)

Said property containing 1.95 acres, more or less

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **HIGH DENSITY RESIDENTIAL (R-5)** AND
LAND USE DESIGNATION OF **HIGH DENSITY RESIDENTIAL (RH)**

CITY OF FORT PIERCE

CITY COMMISSION

July 15th, 2024

169 Delray Annexation

3403-233-0002-000-6

APPLICANT

Rebecca Grohall, MBV Engineering

PROPERTY OWNER(S)

169 Delray LLC, Jay Bailyn

PARCEL ID #(S):
3403-233-0002-000-6

SUMMARY

Request to review a Voluntary Application for Annexation for one (1) parcel of land at or near the intersection of W. Midway Road and Oleander Ave.

BACKGROUND

The applicant is requesting a voluntary annexation of one (1) parcel at or near the intersection of W. Midway Road and Oleander Ave. in Fort Pierce, Florida. The parcel ID is 3403-233-0002-000-6.

The subject property has St. Lucie County Future Land Use designations of Public Facilities 0 du (P/F) and a St. Lucie County Zoning designation of Institutional (I). The applicant is proposing a City Future Land Use designation of Residential High 12-18 du/ac (RH) with a Zoning classification of High Density Residential (R-5).

SITE LOCATION



SITE AREA= 1.95 +/- Acres

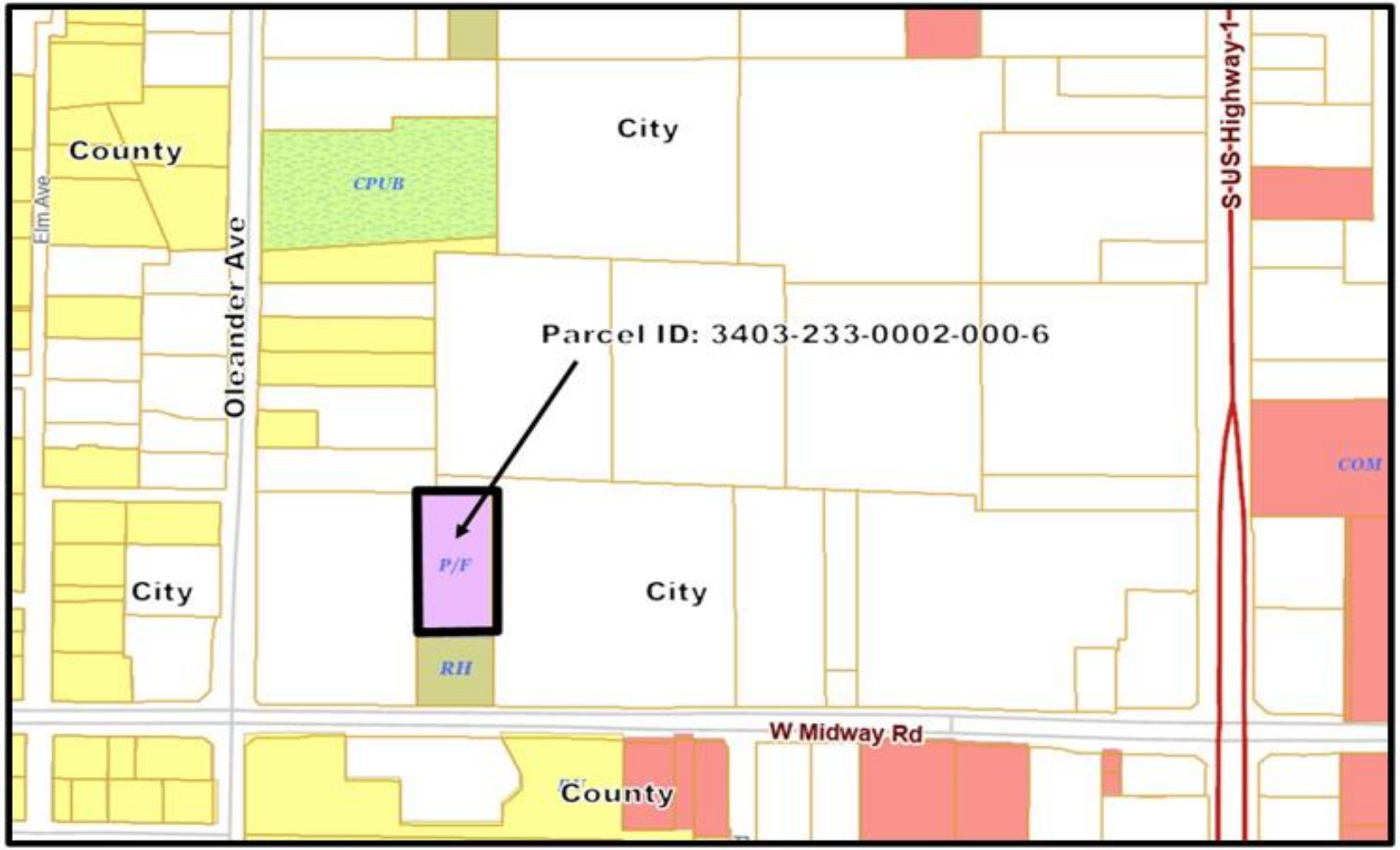
COMPREHENSIVE PLAN

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. 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 $284,000. 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.

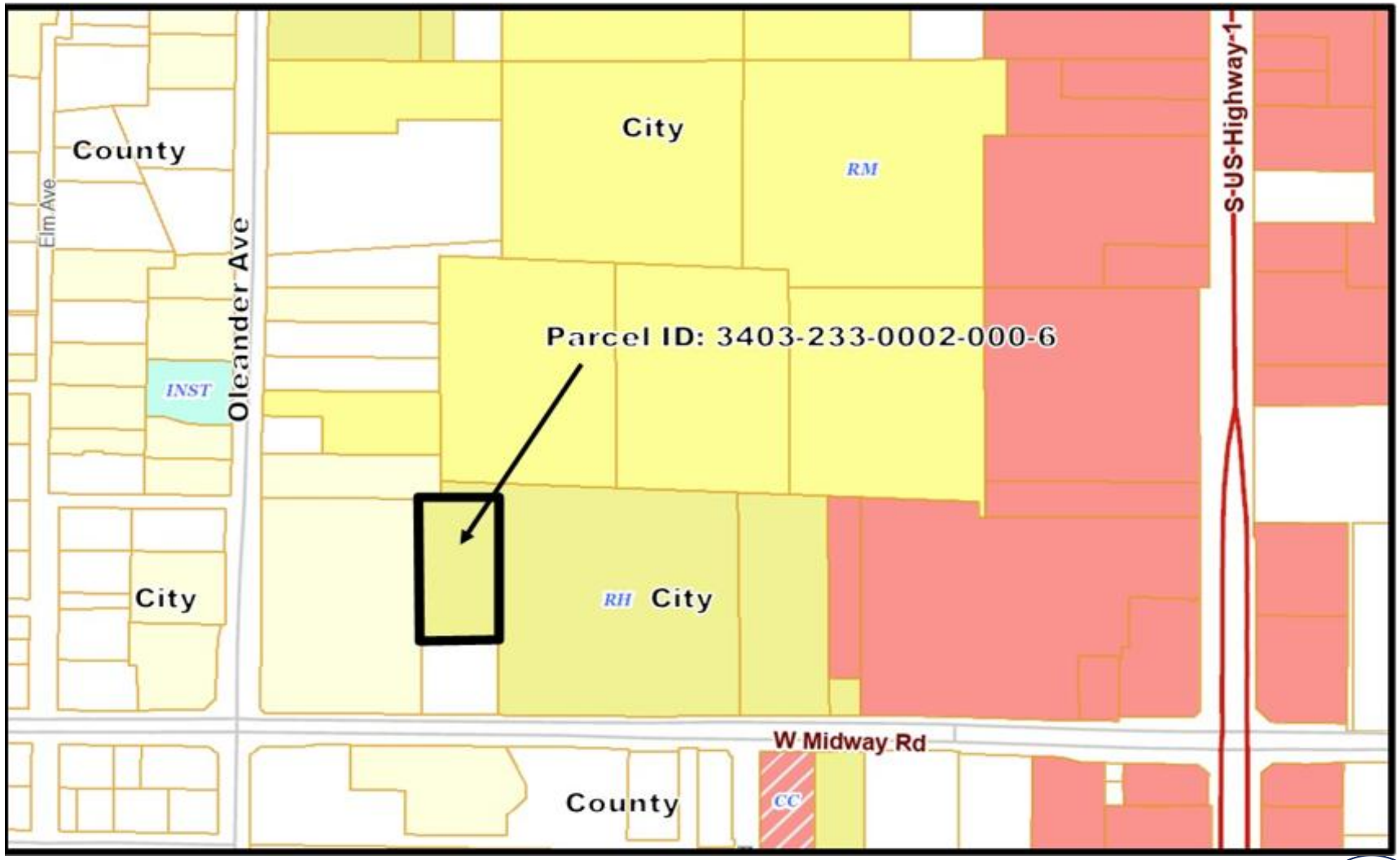
EXISTING FUTURE LAND USE

Current FLU: P/F
(Public Facilities 0 du/ac – St. Lucie County)



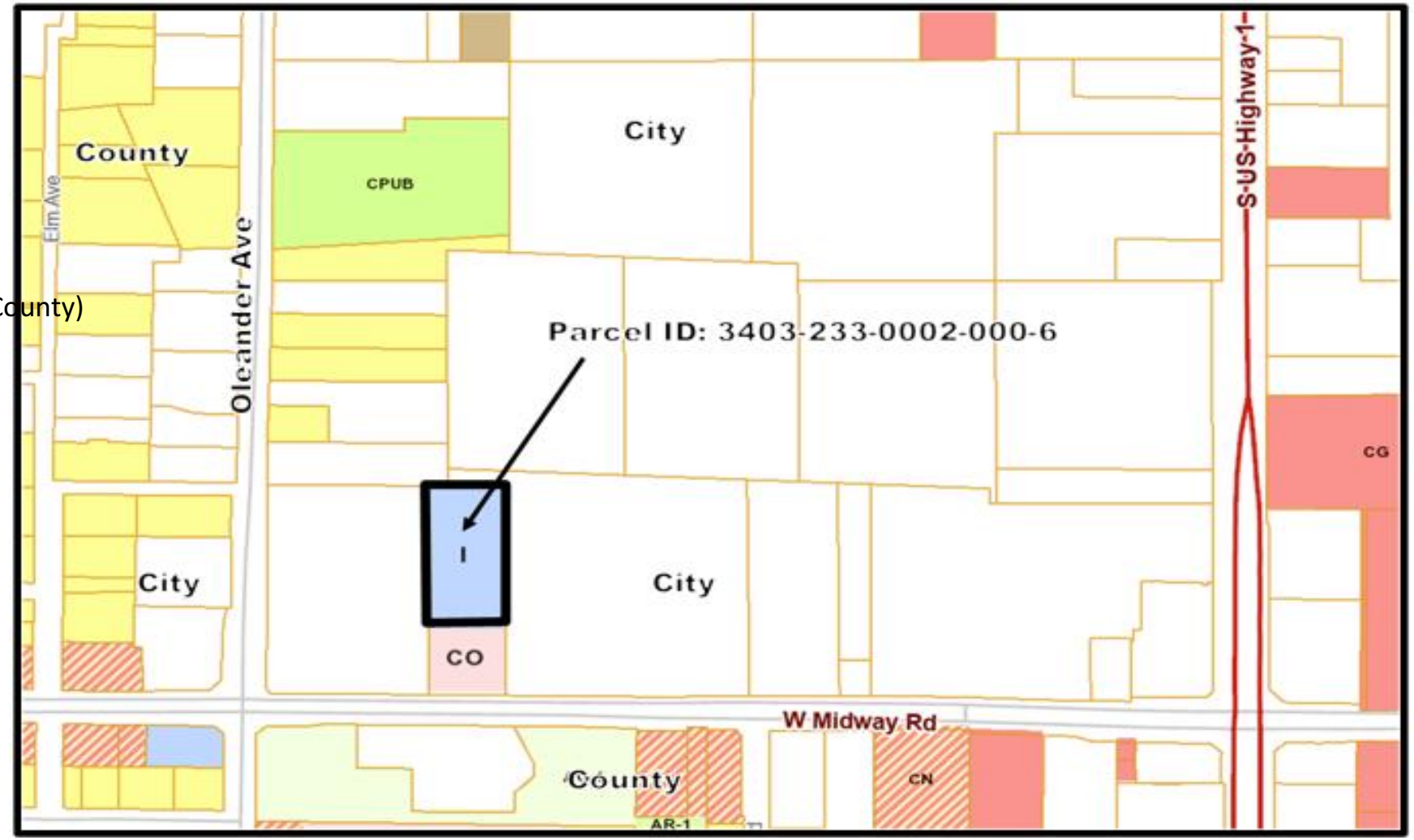
PROPOSED FUTURE LAND USE

Proposed FLU: RH
(Residential High 12-18 du/ac – City of Fort Pierce)



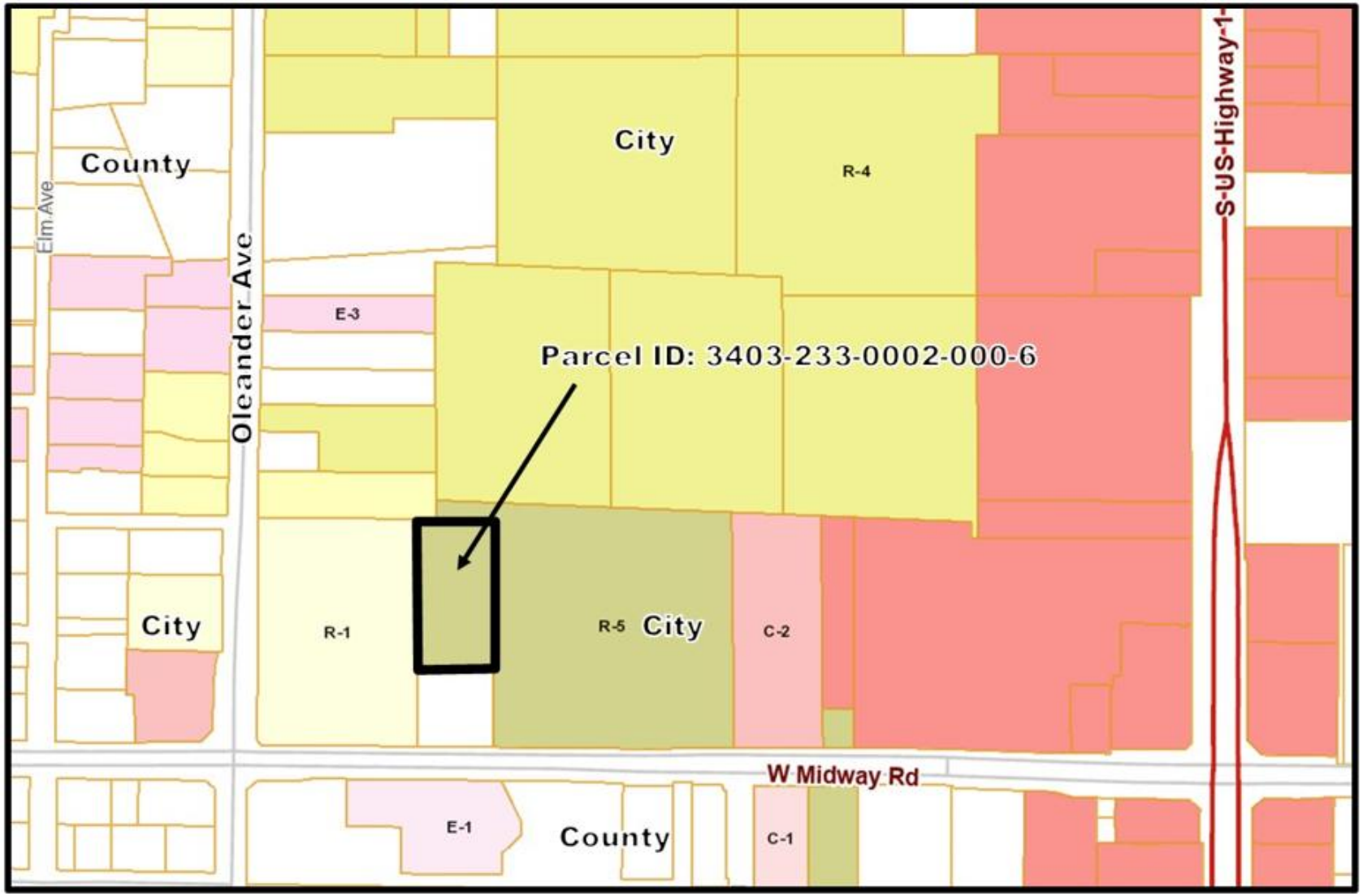
EXISTING ZONING

Currently Zoned: I
(Institutional 0 du/ac – St. Lucie County)



PROPOSED ZONING

Proposed Zoning: R-5 (High Residential Density– City of Fort Pierce)



RECOMMENDATION

At the June10th meeting, the Planning Board voted unanimously to approve the annexation.

Staff recommendation is for City Commission to **Approve** the submitted application for Annexation.

ALTERNATIVE RECOMMENDATIONS

1. Recommend Approval with conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

July 15th, 2024

169 Delray Annexation

Parcel ID: 3403-233-0002-000-6

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nick C. Mimms, P.E., ICMA-CM, City Manager

FROM: Kerry C. Driver, Planner

RE: **Applications for Voluntary Annexation for Parcel ID: 3403-233-0002-000-6**

BOARD DATE: July 15, 2024

STAFF REPORT

Property Owners/ Applicants 169 Delray LLC,
Jay Bailyn

Representative Rebecca Grohall, MBV Engineering

Requested Action: Approval of a Voluntary Application for Annexation

Site Locations: N/A

Parcel ID: 3403-233-0002-000-6

Parcel Area: **1.95** acres

Current Future Land Use: Public Facilities (P/F)

Current Zoning: Institutional (INST)

Proposed Future Land Use: High Density Residential (RH)

Proposed Zoning: High Density Residential (R-5)

Utilities: FPUA

	North	East	South **County**	West
Surrounding FLU:	Medium Density (RM)	Residential High (RH)	Residential High (RH)	Low Density (RL)
Surrounding Zoning:	Medium Density (R -4)	Residential High (R-5)	Commercial Office (CO)	Single Family Low (R-1)

Staff Analysis:

Request

This is a voluntary annexation on parcel ID 3403-233-0002-000-6

INSERT LOCATION MAP



The subject properties have a St. Lucie County Future Land Use designation of Public Facilities (P/F) 0 du/ac and a zoning designation of Institutional (I). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed City Future Land Use designation for the parcel will be changed to Residential High (RH) 12-18 du/ac and the Zoning designation of High Density Residential (R-5).

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. 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 $284,000. Should the Applications for Annexation be approved, they 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 lot is vacant.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and finds the proposed annexations are 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 properties are 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. The parcel abuts properties that are within the City limits. The property is owned by the same owner to the East and proposing to combine all three lots. 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 be modified to High Density Residential (RH) and High Density Residential (R-5), respectively, and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Designations of RH and R-5, 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 provided notice of the annexation by mail to the St. Lucie County Administrator's and Attorney's office on July 13, 2024, no fewer than thirty (30) days prior to the first reading of these annexations by the City Commission. Notice by newspaper was submitted for Sunday's June 30 and July 21, 2024 publication.

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, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of RH and the Zoning designation of R-5.

Planning Board

The City of Fort Pierce Planning Board, at their June 10, 2024, meeting, voted 4 to 0 to recommend Approval of the annexation.

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: N/A
2. Legal description of real property for which annexation is being requested:
   Please see the attached legal description

   Property Tax ID: 3403-233-0002-000-6
3. Size of described property: 1.95 acres
4. Project description: We are requesting annexation and establishing the land use/zoning so that its compatible with the adjacent parcel to the east owned by the same entity that has a R-5 zoning, and RH land use.
5. Current St. Lucie County Future Land Use Designation: P/F - Public Facilities
6. Current St. Lucie County Zoning: INST
7. Is this a Historic property? No
8. Appraised value: $284,000
9. Name of Owner(s): 169 Delray LLC, Jay Bailyn

   Signature of Owner(s):
   Mailing Address: 3201 Lakeview Dr
   City Delray Beach State FL Zip 33445
   Phone 561-526-5295
   E-mail: jay@bailyngroup.com

10. Name of Representative: Rebecca Grohall, MBV Engineering

    Signature of representative:
    Mailing Address: 1835 20th Street
    City) Vero Beach State FL Zip 32960
    Phone 772-569-0035
    E-mail: rebeccag@mbveng.com

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5211105 OR BOOK 5010 PAGE 859, Recorded 06/28/2023 04:55:22 PM

Prepared by and return to:

J. Stephen Gardner, Esquire
Gardner Brewer Hudson P.A.
400 North Ashley Drive, Suite 1100
Tampa, FL 33602

[Space Above This Line For Recording Data]

Corrective Quit Claim Deed

This Corrective Quit Claim Deed made this 21 day of June, 2023, between **SOUTH EAST DISTRICT, FLORIDA ANNUAL CONFERENCE, UNITED METHODIST CHURCH, INC., successor by merger to The United Methodist Church District Board of Missions and Church Extension of Broward Palm Beach District, Inc., formerly known as The Methodist Church District Board of Missions and Church Extension of West Palm Beach District, Inc., a Florida not-for-profit corporation**, whose post office address is 536 Coral Way, Coral Gables, FL 33134, grantor, and **WHITE CITY UNITED METHODIST CHURCH, INC., formerly known as White City Methodist Church, Inc., a Florida not-for-profit corporation,** whose post office address is 810 W. Midway Road, Fort Pierce, FL 34982, 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 TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in St. Lucie County, Florida (the "Property"), to-wit:

LEGAL DESCRIPTION CONTAINED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

In trust, that said premises shall be used, kept, and maintained as a place of divine worship of the United Methodist ministry and members of The United Methodist Church; subject to the Discipline, usage, and ministerial appointments of said Church as from time to time authorized and declared by the General Conference and by the annual conference within whose bounds the

said premises are situated. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

In trust, that said premises shall be kept, maintained, and disposed of for the benefit of The United Methodist Church and subject to the usages and the Discipline of The United Methodist Church. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

This deed is provided to correct the legal description set forth in that deed between the parties hereto as recorded in Official Records Book 10 page 660 in order to include all of the property originally conveyed to grantor herein by that deed recorded in Deed Book 254, page 566, both of the public records of St. Lucie County, Florida. Documentary stamps for the transaction were affixed to the original deed of conveyance.

THE CONSENT OF THE PRESIDING DISTRICT SUPERINTENDENT IS ATTACHED HERETO AS EXHIBIT B.

To Have and To Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, for the use, benefit and profit of the said grantee forever.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

SOUTH EAST DISTRICT, FLORIDA ANNUAL CONFERENCE, UNITED METHODIST CHURCH, INC., successor by merger to The United Methodist Church District Board of Missions and Church Extension of Broward Palm Beach District, Inc., formerly known as The Methodist Church District Board of Missions and Church Extension of West Palm Beach District, Inc., a Florida not-for-profit corporation

Sign: _____
Print Name: Virna Sayago

By: _____
Ruben Velasco, Its President

Sign: _____
Print Name: Cynthia D. Weems

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of June, 2023, by RUBEN VELASCO as President of SOUTH EAST DISTRICT, FLORIDA ANNUAL CONFERENCE, UNITED METHODIST CHURCH, INC., successor by merger to The United Methodist Church District Board of Missions and Church Extension of Broward Palm Beach District, Inc., formerly known as The Methodist Church District Board of Missions and Church Extension of West Palm Beach District, Inc., a Florida not-for-profit corporation. Such officer ☑ is personally known or ☐ has produced a driver's license as identification.

Notary Public State of Florida
Gustavo A Betancourt
My Commission HH 051186
Expires 10/08/2024

[notary seal]

Notary Public
Printed Name: Gustavo A. Betancourt

My commission expires: 10/06/2024

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

SOUTH EAST DISTRICT, FLORIDA ANNUAL CONFERENCE, UNITED METHODIST CHURCH, INC., successor by merger to The United Methodist Church District Board of Missions and Church Extension of Broward Palm Beach District, Inc., formerly known as The Methodist Church District Board of Missions and Church Extension of West Palm Beach District, Inc., a Florida not-for-profit corporation

Sign: _____
Print Name: Cynthia D. Weems

By: _____
Norma Sayago, Its Secretary

Sign: _____
Print Name: Ruben Velasco

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of June, 2023, by NORMA SAYAGO as Secretary of SOUTH EAST DISTRICT, FLORIDA ANNUAL CONFERENCE, UNITED METHODIST CHURCH, INC., successor by merger to The United Methodist Church District Board of Missions and Church Extension of Broward Palm Beach District, Inc., formerly known as The Methodist Church District Board of Missions and Church Extension of West Palm Beach District, Inc., a Florida not-for-profit corporation. Such officer ☑ is personally known or ☐ has produced a driver's license as identification.

Notary Public State of Florida
Gustavo A Betancourt
My Commission HH 051186
Expires 10/06/2024

[notary seal]

_____
Notary Public
Printed Name: Gustavo A. Betancourt

My commission expires: 10/06/2024

Exhibit A

Legal Description

From the center of Midway and Oleander Avenue as shown on the Plat of White City on file in Plat Book 1, at page 23, of the public records of St. Lucie County, Florida, run East to the West line of Section 3, Township 36 South, of Range 40 East for the point of beginning; thence run North along said Section line a distance of 670 feet; thence East 650 feet; thence South parallel to said Section line 670 feet; thence West 650 feet to the point of beginning.

EXCEPTING THEREFROM the following described parcel to-wit:

> Beginning at a point 33 feet North of the Southeast corner of the above described property, run Northerly along the East line 208.7 feet, thence Westerly parallel to the South line 208.7 feet, thence Southerly parallel to the East line to a point 33 feet North of the South line, thence Easterly to the point of beginning.
>
> TOGETHER WITH the property described in O.R. Book 643, Page 2733, Public Records of St. Lucie County, Florida.

ALSO EXCEPTING, THEREFROM, Easements for Public Roads and Drainage Canals.

Exhibit B

See attached Consent of the District Superintendent of the South East District

CONSENT OF PRESIDING DISTRICT SUPERINTENDENT

The undersigned District Superintendent of the South East District of the Florida Conference of The United Methodist Church: (i) hereby consents to the transfer, and conveyance to White City United Methodist Church, Inc., a Florida not-for-profit corporation, of property located at 810 W. Midway Road, Fort Pierce, Florida 34982 (the "**Property**"), as provided in the deed to which this consent is attached, and (ii) has determined that the transfer and conveyance of the Property conforms to *The Book of Discipline of The United Methodist Church* ("***The Book of Discipline***").

This consent is executed in accordance with *The Book of Discipline* for the specific purposes stated herein, and the undersigned makes no warranty, guarantee, indemnity or other agreement with respect to the Property or the transaction contemplated above.

Dated this 21 day of June, 2023.

Dr. Cynthia D. Weems
District Superintendent of the South East District of the Florida Conference of The United Methodist Church

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 21 day of June, 2023, by DR. CYNTHIA D. WEEMS, District Superintendent of the South East District of the Florida Conference of The United Methodist Church, who ☑ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]

Notary Public
Printed Name: Gustavo A. Betancourt
My Commission Expires: 10/06/2024

Notary Public State of Florida
Gustavo A Betancourt
My Commission HH 051186
Expires 10/06/2024

SKETCH & DESCRIPTION

SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST

NOT VALID WITHOUT THE SKETCH
ON SHEET 2 OF 2

PARCEL ID: 3403-233-0002-000-6

PARCEL 1

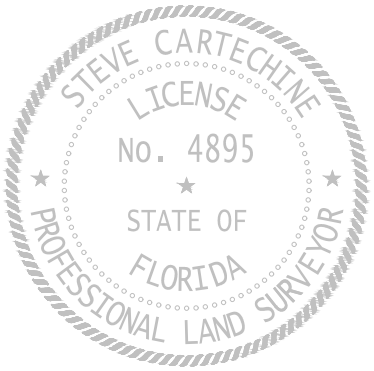
LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING A PORTION OF THAT PROPERTY DESCRIBED IN DEED BOOK 254, PAGE 566, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 3; THENCE N89°52'45"E ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 649.97 FEET TO THE SOUTHWEST CORNER OF LOT 23, SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, SHEENS MAP OF WHITE CITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N00°11'10"W PARALLEL TO THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 3 A DISTANCE OF 93.35 FEET TO THE CURRENT NORTH RIGHT OF WAY LINE OF MIDWAY ROAD ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION 94530-2510; THENCE CONTINUE N00°11'10"W ALONG THE WEST LINE OF SAID LOT 23 A DISTANCE OF 213.95 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N89°42'45"W PARALLEL WITH THE SAID CURRENT NORTH RIGHT OF WAY LINE OF MIDWAY ROAD A DISTANCE OF 208.70 FEET; THENCE N00°11'10"W A DISTANCE OF 406.30 FEET TO THE SOUTH LINE OF LOT 22 OF SAID WHITE CITY SUBDIVISION; THENCE S89°42'45"E ALONG THE SAID SOUTH LINE OF LOT 22 AND THE NORTH LINE OF SAID LOT 23 AND AN EXTENSION THEREOF A DISTANCE OF 208.70 FEET TO THE WEST LINE OF AFORESAID LOT 23; THENCE S00°11'10"E ALONG SAID WEST LINE A DISTANCE OF 406.30 FEET TO THE POINT OF BEGINNING. CONTAINS 1.95 ACRES MORE OR LESS.

SURVEYORS NOTES:

1.) BEARINGS BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 3-36-40 BEARS N89°52'45"E.



DATE: 04/02/2024

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE
STEVE CARTECHINE FLORIDA CERTIFICATE NO. 4895
CERTIFICATE OF AUTHORIZATION #LB 7545

NOT VALID UNLESS SIGNED AND SEALED

DRAWING NO.: 21-456ADD4
PREPARED FOR: 169 DELRAY, LLC.

PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING

SKETCH & DESCRIPTION

SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST

NOT VALID WITHOUT THE LEGAL DESCRIPTION ON SHEET 1 OF 2

PARCEL ID: 3403-233-0002-000-6

PARCEL 1

THIS IS NOT A SURVEY

NORTH

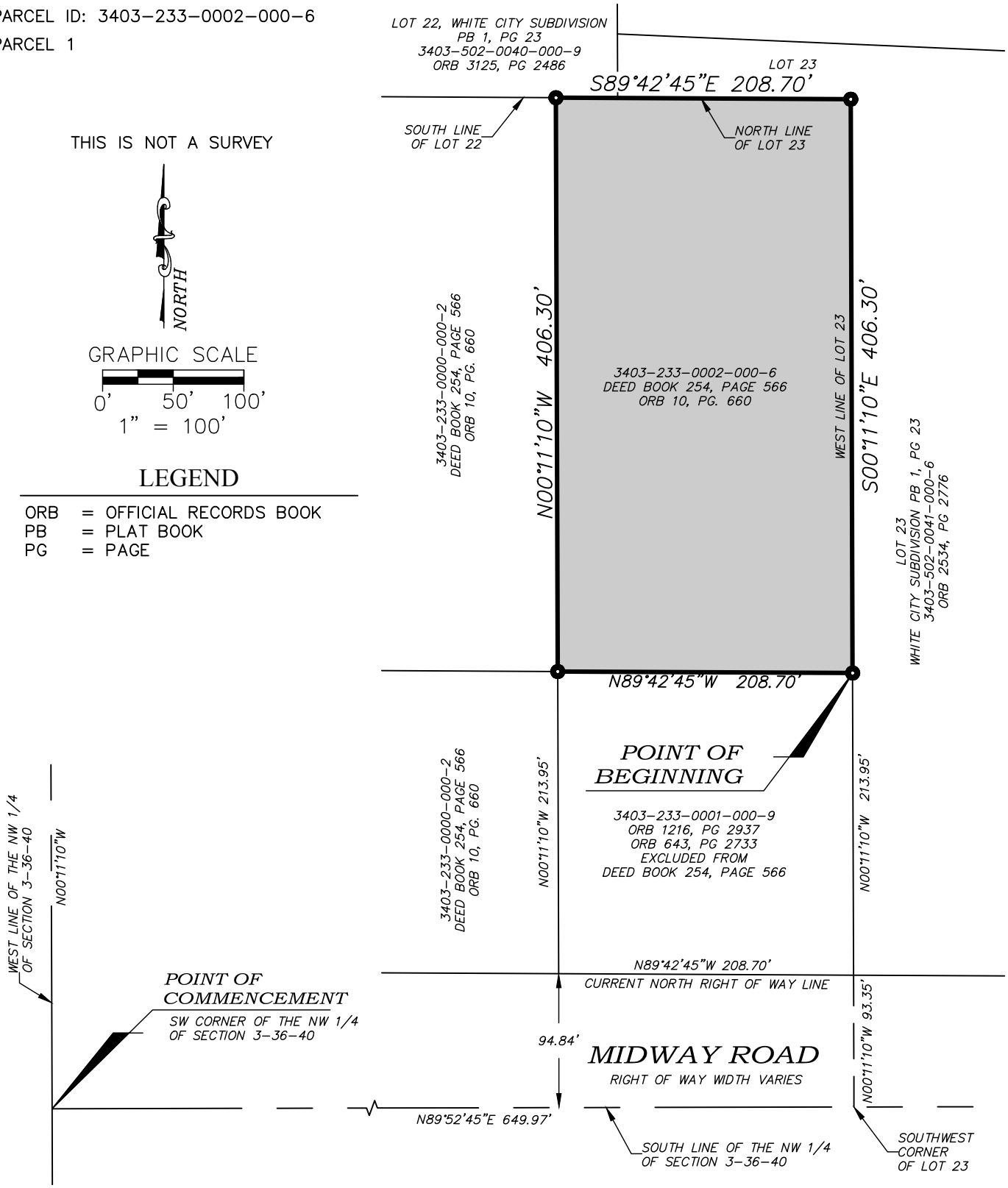
GRAPHIC SCALE

0' 50' 100'

1" = 100'

LEGEND

ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE



DRAWING NO.: 21-456ADD4
PREPARED FOR: 169 DELRAY, LLC.

PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING

LEGAL DESCRIPTION: (PARCEL 1)
A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING A PORTION OF THAT PROPERTY DESCRIBED IN DEED BOOK 254, PAGE 566, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 3; THENCE N89°52'45"E ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 649.97 FEET TO THE SOUTHWEST CORNER OF LOT 23, SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, SHEENS MAP OF WHITE CITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N00°11'10"W PARALLEL TO THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 3 A DISTANCE OF 93.35 FEET TO THE CURRENT NORTH RIGHT OF WAY LINE OF MIDWAY ROAD ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION 94530-2510; THENCE CONTINUE N00°11'10"W ALONG THE WEST LINE OF SAID LOT 23 A DISTANCE OF 213.95 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N89°42'45"W PARALLEL WITH THE SAID CURRENT NORTH RIGHT OF WAY LINE OF MIDWAY ROAD A DISTANCE OF 208.70 FEET; THENCE N00°11'10"W A DISTANCE OF 406.30 FEET TO THE SOUTH LINE OF LOT 22 OF SAID WHITE CITY SUBDIVISION; THENCE S89°42'45"E ALONG THE SAID SOUTH LINE OF LOT 22 AND THE NORTH OF SAID LOT 23 AND AN EXTENSION THEREOF A DISTANCE OF 208.70 FEET TO THE WEST LINE OF AFORESAID LOT 23; THENCE S00°11'10"E ALONG SAID WEST LINE A DISTANCE OF 406.30 FEET TO THE POINT OF BEGINNING. CONTAINS 1.95 ACRES MORE OR LESS.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Rebecca Grohall
MBV Engineering
1835 20th Street
Vero Beach, FL 32960

Project #: 24-02000003: Annexation – Voluntary Application for Annexation
Parcel ID: 3403-233-0002-000-6**. Technical Review Committee Comments for May 16, 2024 TRC Meeting**

City of Fort Pierce Planning Department

- Where would the entrance be for the annexed lot?
- Will this lot be combined with the adjacent property that is owned by the same company (169 Delray LLC)?
- A lot combination must be completed prior to submission of a site/development plan.
- What are the future plans for the lot(s)?

Fort Pierce Engineering Department

Recommend Approval of Annexation.

Fort Pierce Building Department

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. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.

Fort Pierce Police Department

No comments at this time. However, we reserve the right to provide comment in the future, based upon future submissions of intended developments to this currently vacant and undeveloped property. The intended, future development of this property may cause impact to police operations as it relates to calls for service. However, the type and frequency of police calls for service cannot be projected at this time.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

St. Lucie County Planning Department

No comments at this time.

St. Lucie County PW/Engineering

No comments at this time.

City Clerk Office

No comments at this time.

Code Enforcement

No comments at this time.

Fort Pierce Utilities Authority

- W/WW Engineering: **Approved**
- Electric Engineering: This submission is outside of the FPUA electric service area.
- Gas: Approved
- FPUAnet Fiber: FPUAnet Approves.

St. Lucie County Fire District

No comments at this time.

Florida Department of Transportation

No comments at this time.

St. Lucie County School Board

No comments at this time.

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
www.mbveng.com CA #3728

May 16, 2024

Ms. Kerry Driver
City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 32950

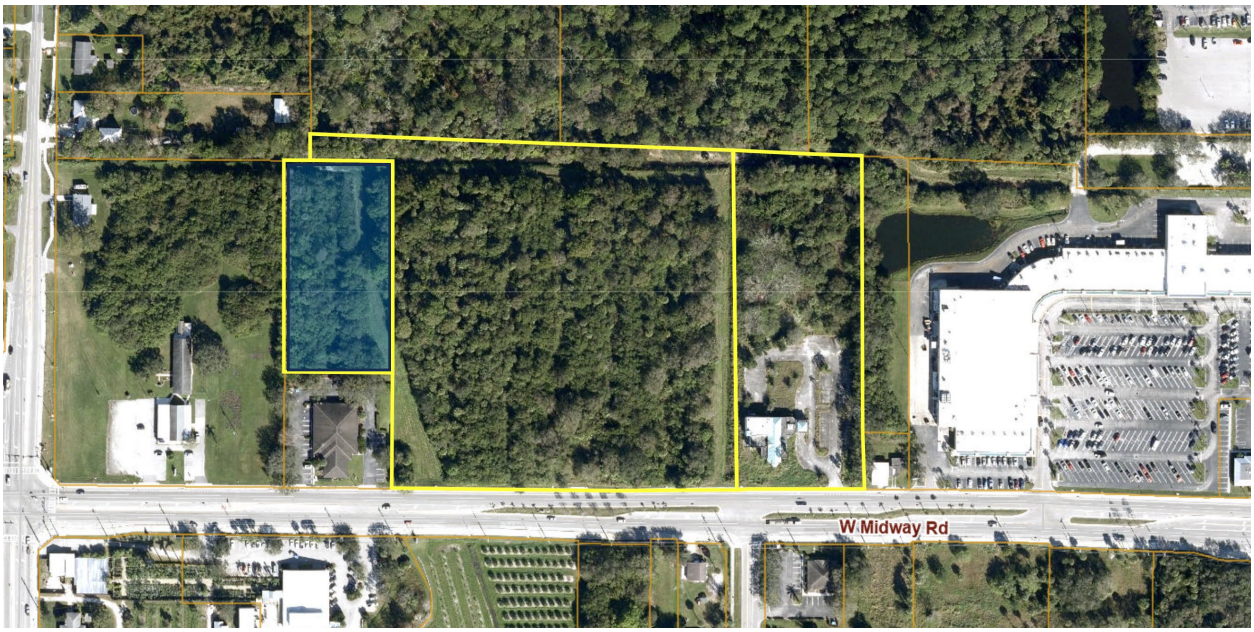
Via E-mail

Subject: Annexation Request
Engineer's Project Number: 24-0056

Dear Ms. Driver:

To follow-up on comments received at the TRC Meeting today, I am providing the map showing the three properties owned by 169 Delray LLC. The westernmost one (shown in shaded blue) is not within the City limits, while the two easterly properties are within the City. The owner is seeking to annex this parcel into the City's municipal limits.

Access to that parcel will be through the adjacent parcels and will not be landlocked during future development. The three parcels are intended for a new multi-family residential development. The site plan is currently in progress, and the annexation is key to that process.



1835 20th Street
Vero Beach, FL 32960
772.569.0035
Fax: 772.778.3617

1250 W. Eau Gallie Blvd., Unit H
Melbourne, FL 32935
321.253.1510
Fax: 321.253.0911

806 Delaware Avenue
Ft. Pierce, FL 34950
772.468.9055
Fax: 772.778.3617

This annexation meets the requirements outlined in the Florida Statutes. Additionally, as the site plan process moves forward and the Annexation is complete, the owner will file for Unity of Title. Should you have any questions regarding the above subject, please feel free to contact our office at any time (772) 569-0035.

Sincerely,

Rebecca Grohall

Rebecca Grohall, AICP
Project Manager

RG/jeh

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation – Parcel ID: 3403-233-0002-000-6

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: June 30, 2024
July 21, 2024

NOTICE BY MAIL: N / A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry C. Driver **TITLE:** Planner

SIGNATURE: **DATE:** June 13, 2024

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

June 13, 2024

George Landry, County Administrator
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Landry,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of property located at or near the corner of W. Midway Road and Oleander Avenue in Fort Pierce, Florida, Parcel ID: 3403-233-0002-000-6. The first reading of the prospective annexation is scheduled for the City Commission meeting on Monday, July 15, 2024.

Please find enclosed copies of the application and Technical Review Committee memo for this voluntary request by the property owner. Feel free to contact Kevin Freeman, Planning Director, at 772-467-3730, or Kerry C. Driver, Planner at 772-467-3739 with any questions you may have.

Respectfully,

Kerry C. Driver
Planner

cc: Daniel S. Mcintyre, County Attorney
Nick Mimms, P.E., City Manager
Linda Cox, MBA, City Clerk
Sara Hedges, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Boundary Survey

June 13, 2024

Daniel S. Mcintyre, County Attorney
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Mcintyre,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of property located at or near the corner of W. Midway Road and Oleander Avenue in Fort Pierce, Florida, Parcel ID: 3403-233-0002-000-6. The first reading of the prospective annexation is scheduled for the City Commission meeting on Monday, July 15, 2024.

Please find enclosed copies of the application and Technical Review Committee memo for this voluntary request by the property owner. Feel free to contact Kevin Freeman, Planning Director, at 772-467-3730 or Kerry C. Driver, Planner at 772-467-3739 with any questions you may have.

Respectfully,

Kerry C. Driver
Planner

cc: George Landry, County Administrator
Nick Mimms, P.E., City Manager
Linda Cox, MBA, City Clerk
Tanya Earley, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Boundary Survey

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.

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
CITY ATTORNEY'S OFFICE
Florida

TO:

FROM: Sara Hedges, City Attorney SH

RE: Annexation - 169 Delray LLC - 3403-233-0002-000-6

CAO RLS FILE: RLS 24-249

DATE: June 12, 2024

I have reviewed the above Request for Legal Services (RLS) related to an Ordinance for annexation of property owned by 169 Delray LLC. 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

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:

06/30/2024, 07/21/2024

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 07/21/2024

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

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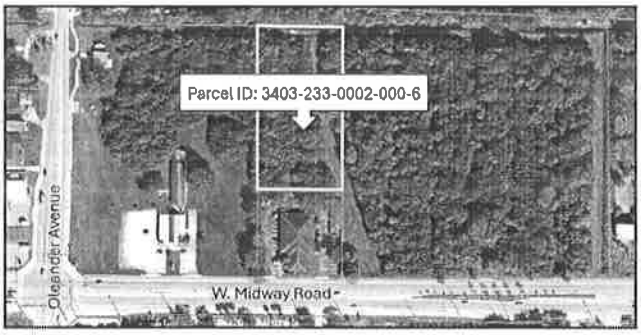
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KAITLYN FELTY
Notary Public
State of Wisconsin

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 Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Mondays, July 15, 2024 and August 5, 2024, hold Public Hearings on the enactment of the following proposed annexation ordinance 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:

ORDINANCE 24-022 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR THE INTERSECTION OF WEST MIDWAY ROAD AND OLEANDER AVE 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, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE FORT PIERCE ZONING DESIGNATION OF HIGH DENSITY RESIDENTIAL (R-5); ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION OF HIGH DENSITY RESIDENTIAL (RH); 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 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. 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

Publish: 6/30/2024 & 7/21/2024

TR-39763242

City Commission Regular Meeting - 5:05 pm **12. c.**

Meeting Date: 08/05/2024

Re: Legislative Hearing - Ordinance 24-023 - City Initiated Annexation 4105 Mariah Cir

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Legislative Hearing - Ordinance 24-023 - City Initiated Annexation of one (1) parcel owned by KG Concrete & Development LLC located at or near 4105 Mariah Cir. Parcel ID#:2407-114-0002-000-9 - FIRST READING

SUMMARY:

This parcel is subject to a utility agreement with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at the time that it becomes contiguous with the City limits.

The annexation agreements bind subsequent heirs, successors or assigns, to annex into the City limits once the condition to annex has been met. That condition has recently been met.

The Current Zoning and Future Land Use of the property will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommends APPROVAL of the City Initiated Annexation.

ALTERNATIVES:

1. Modified Approval.

or

2. Disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director

COORDINATED WITH:

City Attorney
Planning Board

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

OTHER INFORMATION:
Additional property tax revenue

Attachments

Staff Presentation
Draft Ordinance
FPUA Agreement
Business Impact
Public Notification Certification
RLS

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/06/2024 11:50 AM
City Manager	Nick Mimms	07/22/2024 09:44 AM

Form Started By: Kev Freeman
Started On: 07/05/2024 09:28 AM
Final Approval Date: 07/22/2024

CITY OF FORT PIERCE

CITY COMMISSION

AUGUST 5th ,2024

CITY INITIATED ANNEXATIONS

1

SUMMARY

Seven (7) properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority.

The agreement provides for the annexation of the subject property at the time that the subject property becomes contiguous with the City limit.

The annexation agreements bind subsequent heirs, successors, or assigns to annex voluntarily into the City limits once the condition to annex has been met. That condition has recently been met for these lots or will subsequently be met because of the proposed sequence of processing of the annexations.

2

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

3

SUMMARY

The Current Zoning and Future Land Use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County.

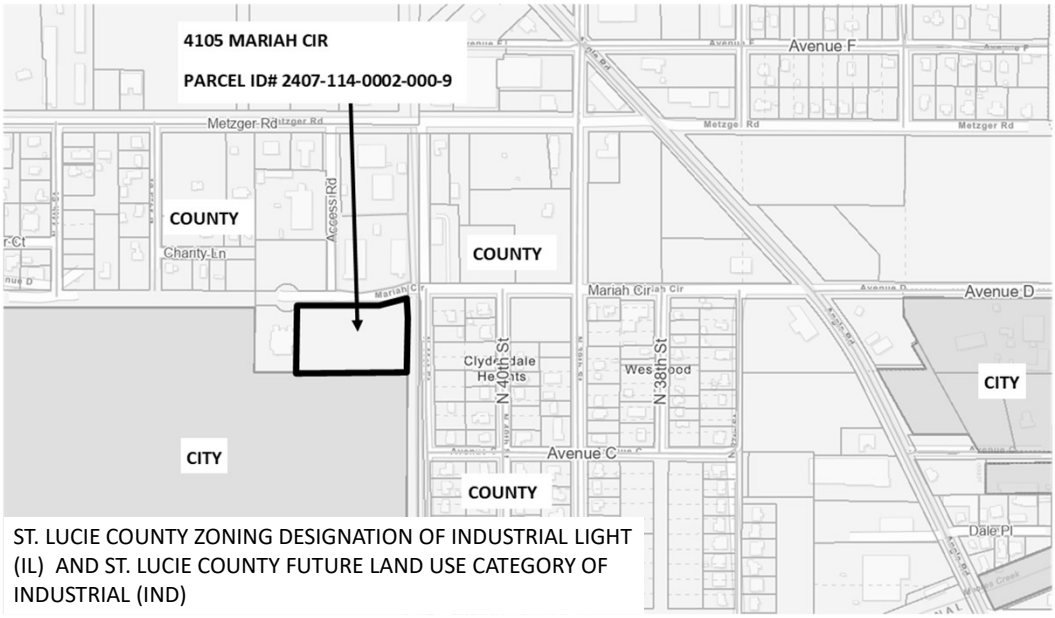
The annexations will be processed through seven (7) ordinances being dealt with in a sequence to meet with State Statute requirement for contiguity.

CITY INITIATED ANNEXATIONS

4

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
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2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
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5



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

6

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4105 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

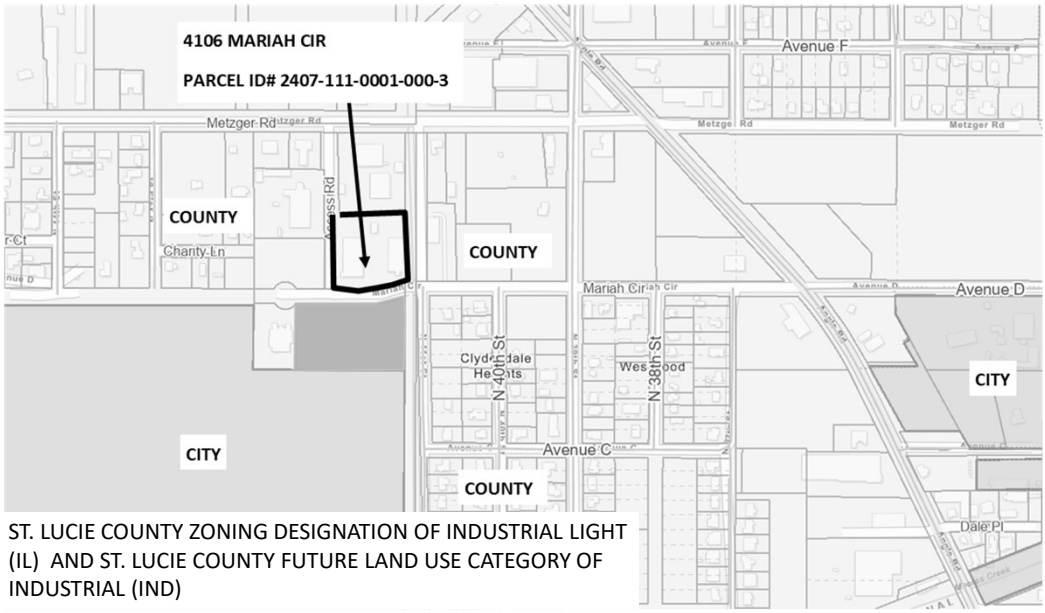
1. Recommend Modified Approval.
or
2. Recommend Disapproval.

CITY INITIATED ANNEXATIONS

7

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

8



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

RECOMMENDATION

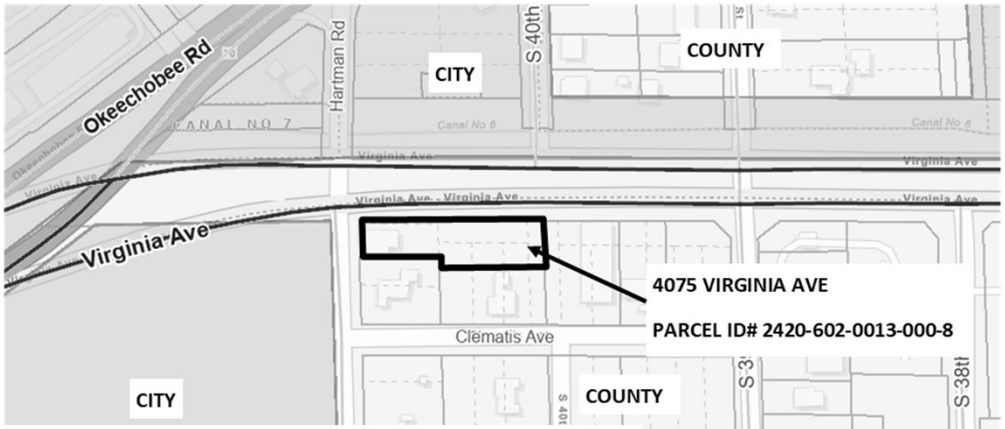
Staff recommend APPROVAL for the proposed ANNEXATION of 4106 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

11



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

CITY INITIATED ANNEXATIONS

12

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4075 VIRGINIA.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

or

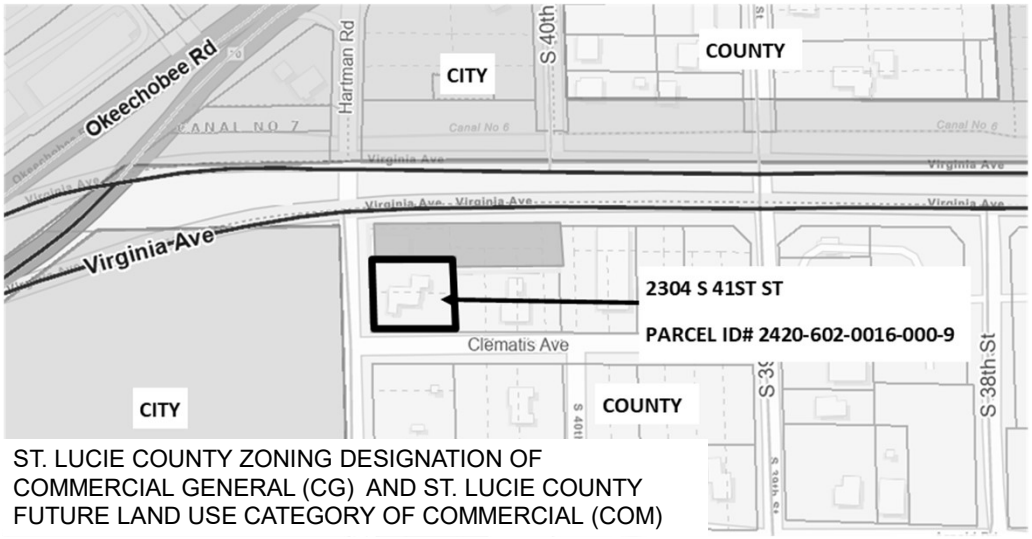
2. Disapproval.

CITY INITIATED ANNEXATIONS

13

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

14



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

15

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 2304 S 41st.

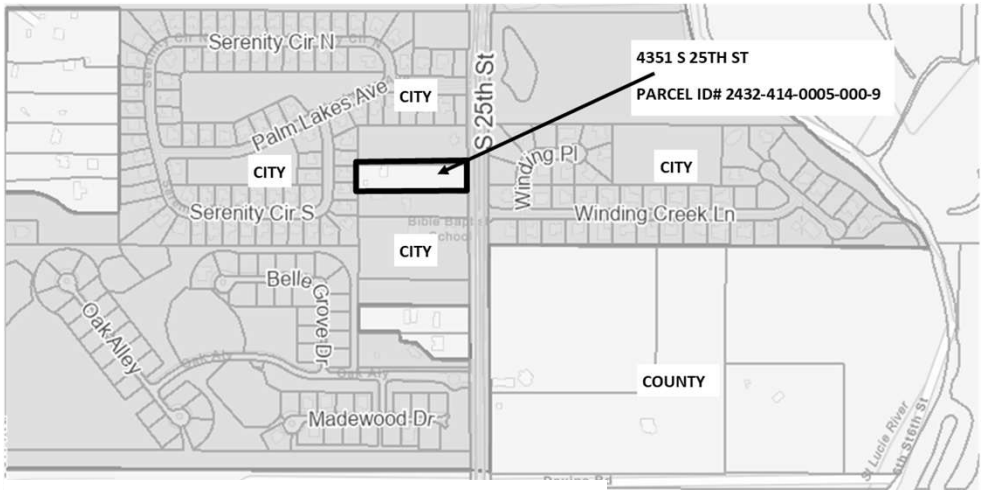
ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

16

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

17



ST. LUCIE COUNTY ZONING DESIGNATION OF AGRICULTURAL-1 (AR-1) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF RESIDENTIAL SUBURBAN (RS)

CITY INITIATED ANNEXATIONS

18

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4351 S 25th.

ALTERNATIVE RECOMMENDATION

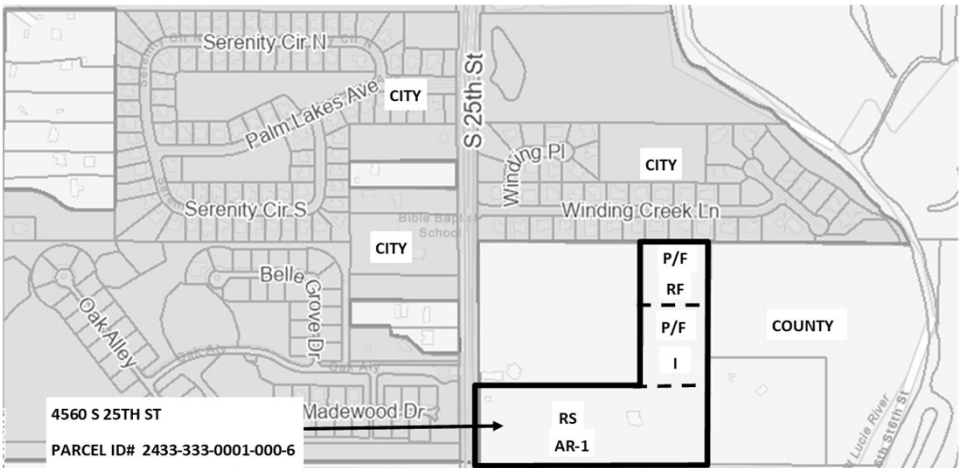
1. Modified Approval.
or
2. Disapproval.

CITY INITIATED ANNEXATIONS

19

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

20



ST. LUCIE COUNTY ZONING DESIGNATIONS OF AGRICULTURAL-1 (AR-1) AND RELIGIOUS FACILITIES (RF) AND INSTITUTIONAL (I) AND THE ST. LUCIE COUNTY FUTURE LAND USE CATEGORIES OF PUBLIC FACILITIES (P/F) AND RESIDENTIAL SUBURBAN (RS)

21

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4560 S 25th ST.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

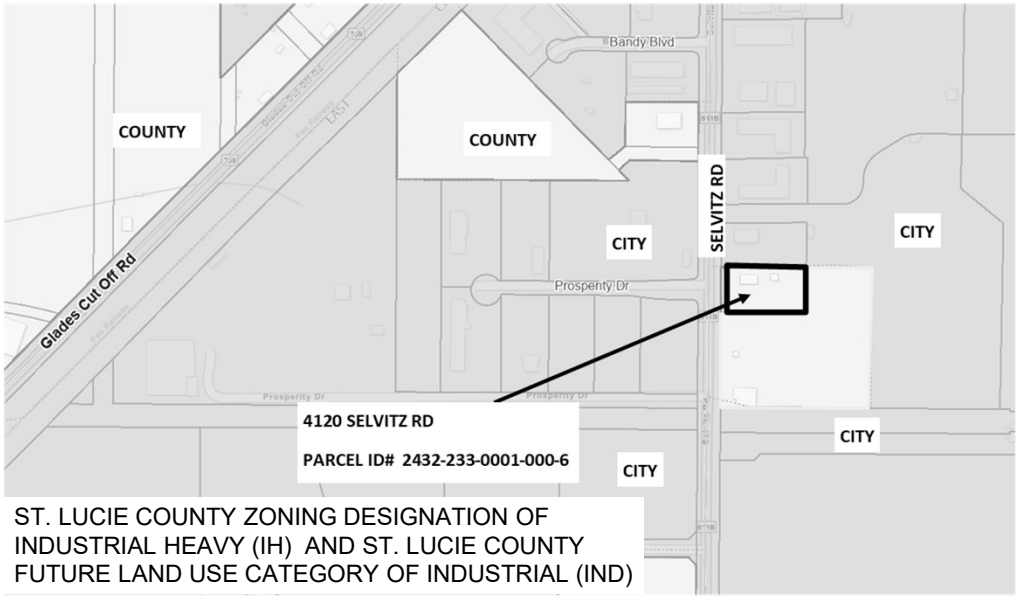
or

2. Disapproval.

22

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
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3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

23



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL HEAVY (IH) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

24

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4120 SELVITZ RD.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.



ORDINANCE NO. 24-023

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4105 MARIAH CIR IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have entered an Annexation Agreement **Exhibit "A"** with the Fort Pierce Utilities Authority which grants in consideration of water service and/or sewer service to the subject property that such agreement is considered as a voluntary application for annexation into the City of Fort Pierce; and

WHEREAS, the Annexation Agreement bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the estimated population of the annexation is 0; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 13th, 2024, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on July 2nd, 2024, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 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 July 8th, 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, together with legal description on **Exhibit "B,"** attached hereto and incorporated herein; and annexed into the City.

Parcel ID: 2407-114-0002-000-9

LEGAL DESCRIPTION:
07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)

Containing 2.80 acres, more or less

Said property containing approximately 2.80 acres and being generally located at 4105 Mariah Circle, Fort Pierce, FL 34947.

SECTION 2. The subject property shall retain the existing St. Lucie County Zoning designation of Industrial Light (IL) and the existing St. Lucie County Future Land Use category of Industrial (IND).

SECTION 3. 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 "B" hereof as of January 1, 2025, 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 "B" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 4. That in accordance with Chapter 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 Chapter 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. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 7. 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 8. This Ordinance shall take effect immediately upon passage.

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. 24-023 was duly advertised by title only in the St. Lucie News Tribune on July 21st, 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 August 4th, 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.

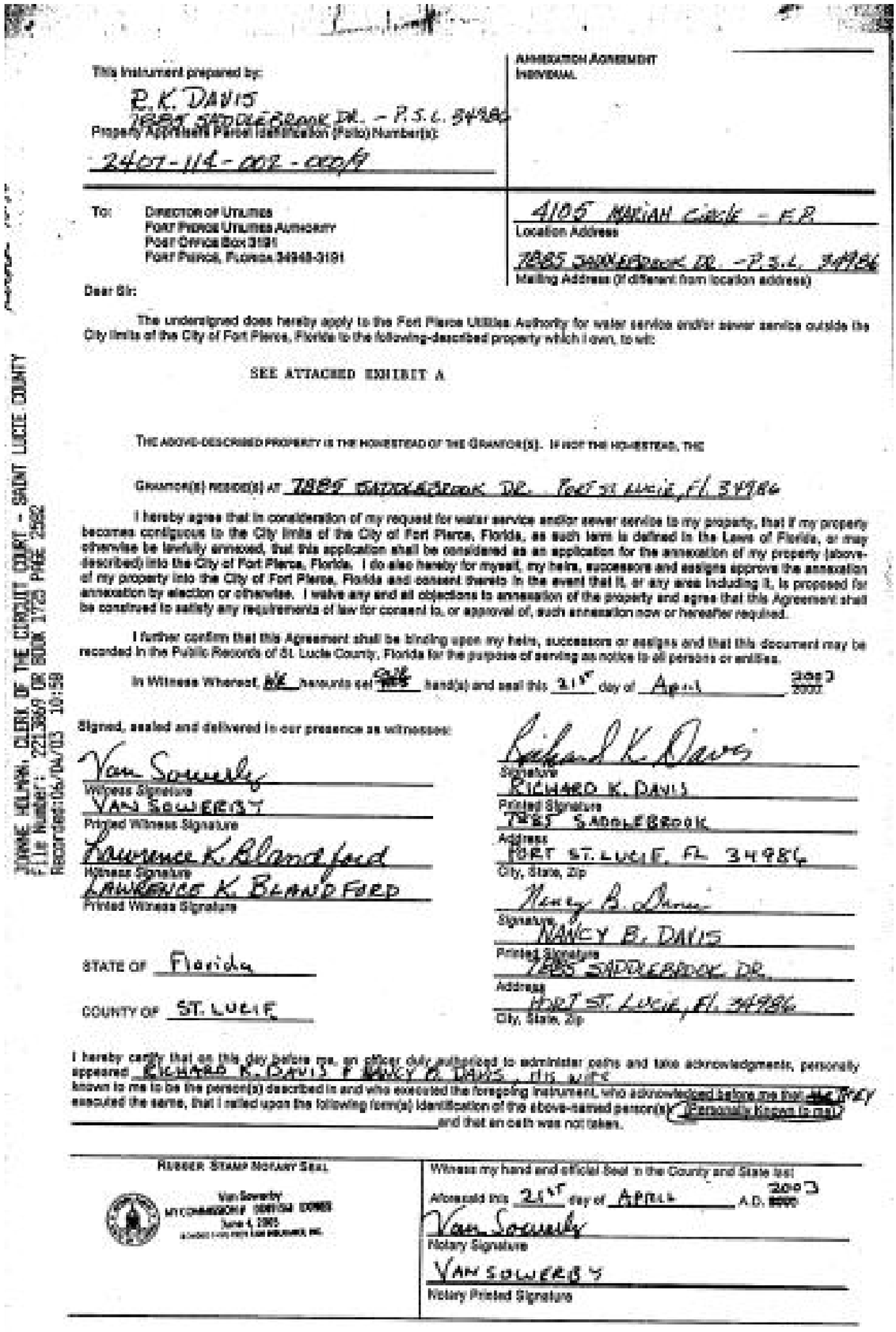
_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

EXHIBIT "A"
FORT PIERCE UTILITIES ANNEXATION AGREEMENT (page 1 of 2)



This Instrument prepared by:
R.K. DAVIS
7285 SADDLEBROOK DR. - P.S.L. 34986
Property Appraiser's Parcel Identification (Folio) Number(s):
2407-114-002-0004

ANNEXATION AGREEMENT
INDIVIDUAL

To: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
Post Office Box 3191
Fort Pierce, Florida 34948-3191

4105 MARIAH CIRCLE - F.P.
Location Address
7285 SADDLEBROOK DR. - P.S.L. 34986
Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

SEE ATTACHED EXHIBIT A

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, THE

GRANTOR(S) RESIDE(S) AT 7285 SADDLEBROOK DR. FORT ST. LUCIE, FL 34986

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, WE hereunto set OUR hand(s) and seal this 21ST day of April 2003

Signed, sealed and delivered in our presence as witnesses:

Van Sowerby
Witness Signature
VAN SOWERBY
Printed Witness Signature

Lawrence K. Blandford
Witness Signature
LAWRENCE K. BLANDFORD
Printed Witness Signature

Richard K. Davis
Signature
RICHARD K. DAVIS
Printed Signature
7285 SADDLEBROOK
Address
FORT ST. LUCIE, FL 34986
City, State, Zip

Nancy B. Davis
Signature
NANCY B. DAVIS
Printed Signature
7285 SADDLEBROOK DR.
Address
FORT ST. LUCIE, FL. 34986
City, State, Zip

STATE OF Florida

COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared RICHARD K. DAVIS & NANCY B. DAVIS, HIS WIFE known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that THEY executed the same, that I relied upon the following form(s) identification of the above-named person(s): Personally Known to me and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Van Sowerby
MY COMMISSION # DD015154 EXPIRES
June 6, 2005

Witness my hand and official Seal in the County and State last aforesaid this 21ST day of APRIL A.D. 2003

Van Sowerby
Notary Signature
VAN SOWERBY
Notary Printed Signature

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2213969 OR BOOK 1723 PAGE 2952
Recorded 06/04/03 10:59

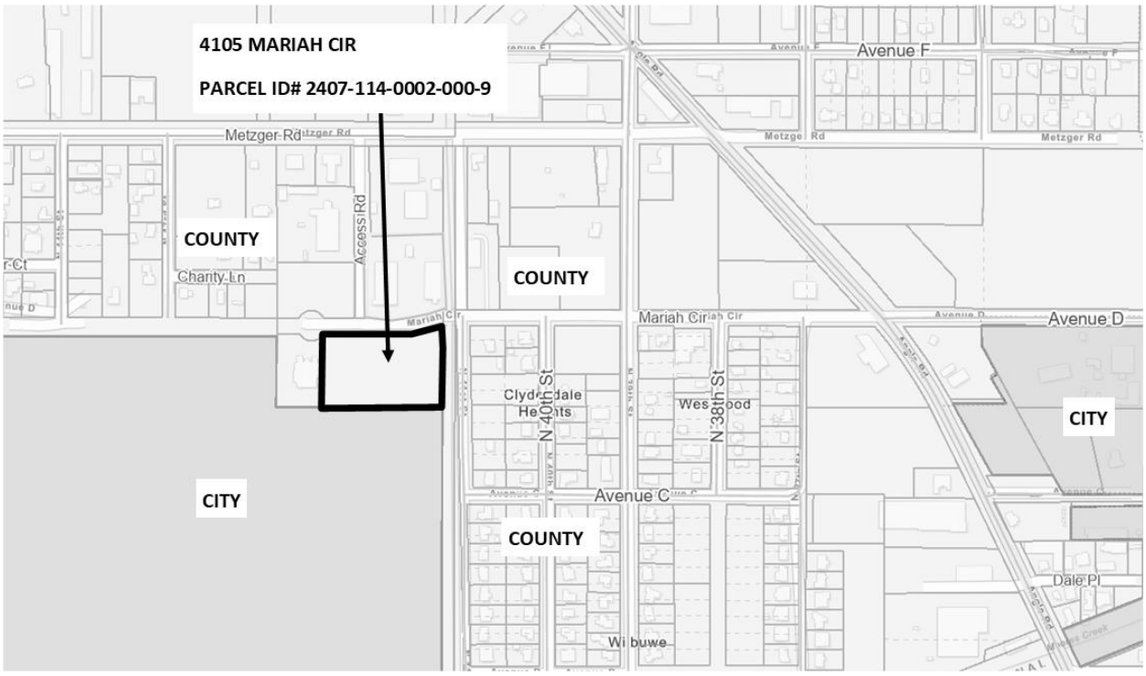
EXHIBIT "A"
FORT PIERCE UTILITIES ANNEXATION AGREEMENT (page 2 of 2)

EXHIBIT A

The North ½ of the SE ¼ of the NE ¼ of the NE ¼ of Section 7, Township 35 South, Range 40 East, EXCEPTING THEREFROM a 45-foot right-of-way for Canal No. 4; and the E ½ of the NE ¼ of the NE ¼ of the NE ¼ of Section 7, Township 35 South, Range 40 East, EXCEPTING THEREFROM a 25-foot right-of-way for Metzger Road and a 45-foot right-of-way for Canal No. 4, all being and lying in St. Lucie County, Florida.

OR BOOK 1725 PAGE 2583

EXHIBIT "B"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



LEGAL DESCRIPTION

07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)

This Instrument prepared by:

R.K. DAVIS
7885 SADDLEBROOK DR. - P.S.L. 34986

Property Appraisers Parcel Identification (Folio) Number(s):

2407-114-002-0009

ANNEXATION AGREEMENT
INDIVIDUAL

To: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

4105 MARIAH CIRCLE - E.P.
Location Address

7885 SADDLEBROOK DR. - P.S.L. 34986
Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

SEE ATTACHED EXHIBIT A

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, THE

GRANTOR(S) RESIDE(S) AT 7885 SADDLEBROOK DR. PORT ST. LUCIE, FL. 34986

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, WE hereunto set ~~OUR~~ hand(s) and seal this 21ST day of April, 2003 ~~2000~~.

Signed, sealed and delivered in our presence as witnesses:

Van Sowerby
Witness Signature
VAN SOWERBY
Printed Witness Signature

Lawrence K. Blandford
Witness Signature
LAWRENCE K. BLANDFORD
Printed Witness Signature

Richard K. Davis
Signature
RICHARD K. DAVIS
Printed Signature
7885 SADDLEBROOK
Address
PORT ST. LUCIE, FL 34986
City, State, Zip

Nancy B. Davis
Signature
NANCY B. DAVIS
Printed Signature
7885 SADDLEBROOK DR.
Address
PORT ST. LUCIE, FL. 34986
City, State, Zip

STATE OF Florida

COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared RICHARD K. DAVIS & NANCY B. DAVIS, HIS WIFE known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that ~~HE~~ THEY executed the same, that I relied upon the following form(s) identification of the above-named person(s): (Personally Known to me) and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Van Sowerby
MY COMMISSION # DD031368 EXPIRES
June 4, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Witness my hand and official Seal in the County and State last aforesaid this 21ST day of APRIL A.D. ~~2000~~ 2003

Van Sowerby
Notary Signature

VAN SOWERBY
Notary Printed Signature

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2213869 OR BOOK 1725 PAGE 2582
Recorded:06/04/03 10:58

EXHIBIT A

The North ½ of the SE ¼ of the NE ¼ of the NE ¼ of Section 7, Township 35 South, Range 40 East, EXCEPTING THEREFROM a 45-foot right-of-way for Canal No. 4; and the E ½ of the NE ¼ of the NE ¼ of the NE ¼ of Section 7, Township 35 South, Range 40 East, EXCEPTING THEREFROM a 25-foot right-of-way for Metzger Road and a 45-foot right-of-way for Canal No. 4, all being and lying in St. Lucie County, Florida.

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.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Legislative Hearing - Ordinance 24-023 - City Initiated Annexation 4105 Mariah Cir

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37 of the Code of Ordinances of the City of Fort Pierce and Chapter 171 of Florida State Statutes.

NOTICE BY NEWSPAPER: July 21st, 2024, **and,** August 4th, 2024.

NOTICE BY MAIL: July 2nd, 2024

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE: 

DATE: July 7th, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Voluntary Annexation (City-FPUA) at 4105 Mariah Cir

CAO RLS FILE: RLS 24-219

DATE: June 7, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance, mostly to make this Ordinance consistent in template to recent annexation ordinances. Please incorporate these changes into your template. The Ordinance has been uploaded in a Track Changes Version and a Clean Copy Version, with the suggested changes included. The Clean Copy Version is approved as to form and correctness. You will need to include the information in the blanks prior to presentation to the City Commission.

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. d.**

Meeting Date: 08/05/2024

Re: Legislative Hearing - Ordinance 24-024 - City Initiated Annexation 4106 Mariah Cir

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Legislative Hearing - Ordinance 24-024 - City Initiated Annexation of one (1) parcel owned by Lawn Chair Properties LLC located at or near 4106 Mariah Cir. Parcel ID#:2407-111-0001-000-3 - FIRST READING

SUMMARY:

This parcel is subject to a utility agreement with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at the time that it becomes contiguous with the City limits.

The annexation agreements bind subsequent heirs, successors or assigns, to annex into the City limits once the condition to annex has been met. That condition will be met following the annexation of an adjoining property.

The Current Zoning and Future Land Use of the property will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommend APPROVAL of the City Initiated annexation.

ALTERNATIVES:

1. Modified Approval.

or

2. Disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

City Attorney
Planning Board

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

OTHER INFORMATION:
Additional Property Tax

Attachments

Staff Presentation
Draft Ordinance
FPUA Agreement
Business Impact
Public Notification Certification
RLS

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/06/2024 12:03 PM
City Manager	Nick Mimms	07/22/2024 09:44 AM

Form Started By: Kev Freeman
Started On: 07/05/2024 09:59 AM
Final Approval Date: 07/22/2024

CITY OF FORT PIERCE

CITY COMMISSION

AUGUST 5th ,2024

CITY INITIATED ANNEXATIONS

1

SUMMARY

Seven (7) properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority.

The agreement provides for the annexation of the subject property at the time that the subject property becomes contiguous with the City limit.

The annexation agreements bind subsequent heirs, successors, or assigns to annex voluntarily into the City limits once the condition to annex has been met. That condition has recently been met for these lots or will subsequently be met because of the proposed sequence of processing of the annexations.

2

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

3

SUMMARY

The Current Zoning and Future Land Use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County.

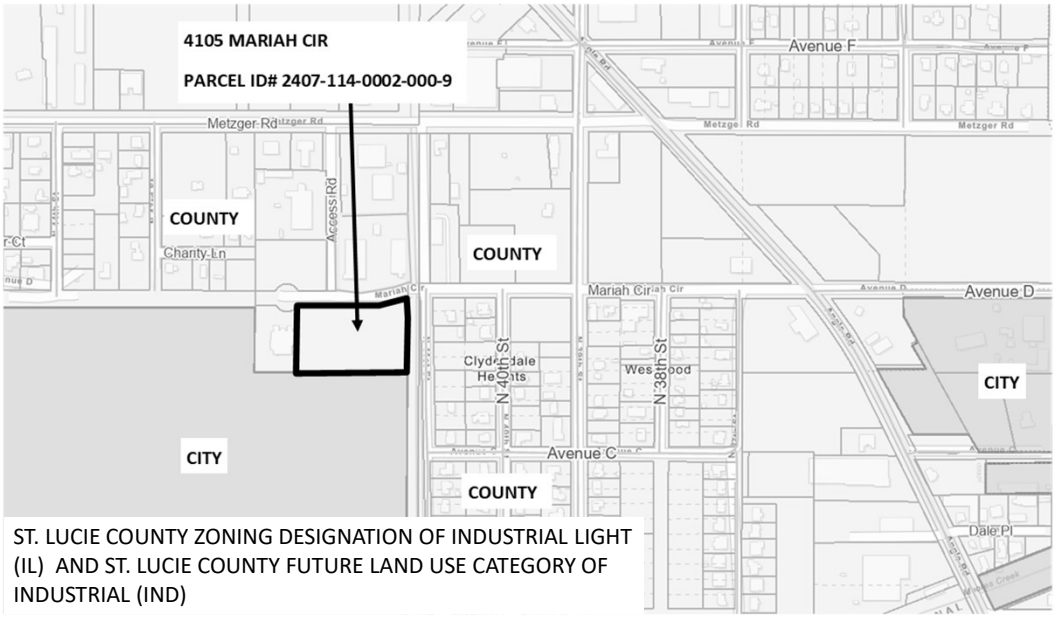
The annexations will be processed through seven (7) ordinances being dealt with in a sequence to meet with State Statute requirement for contiguity.

CITY INITIATED ANNEXATIONS

4

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
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5



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

6

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4105 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

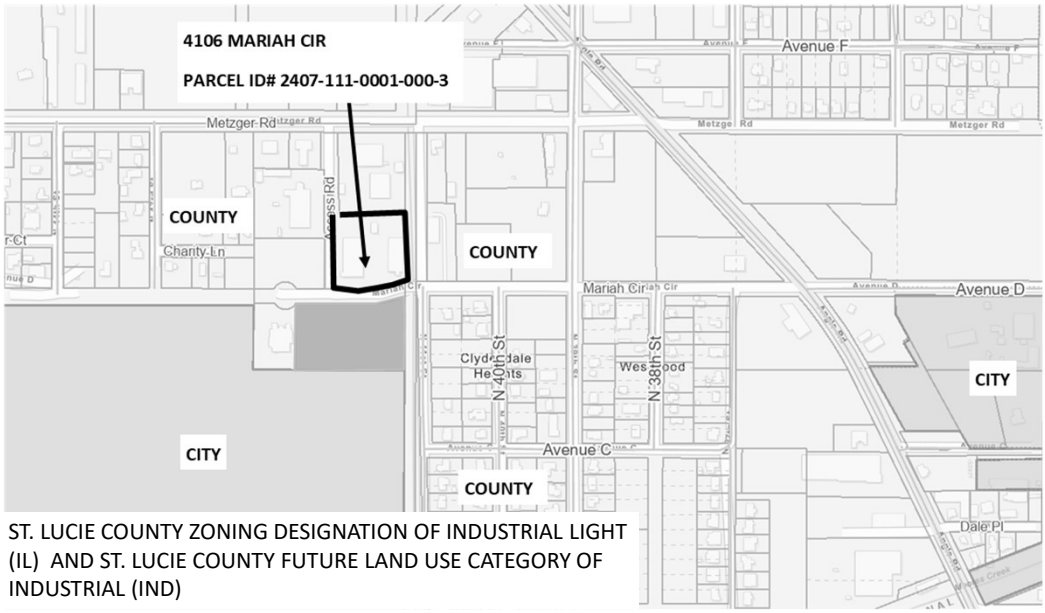
1. Recommend Modified Approval.
or
2. Recommend Disapproval.

CITY INITIATED ANNEXATIONS

7

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

8



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

RECOMMENDATION

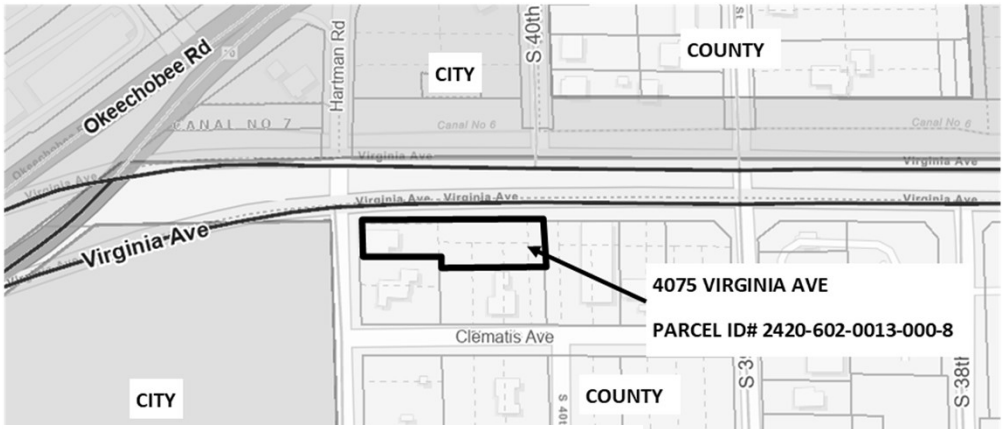
Staff recommend APPROVAL for the proposed ANNEXATION of 4106 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

11



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

CITY INITIATED ANNEXATIONS

12

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4075 VIRGINIA.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

or

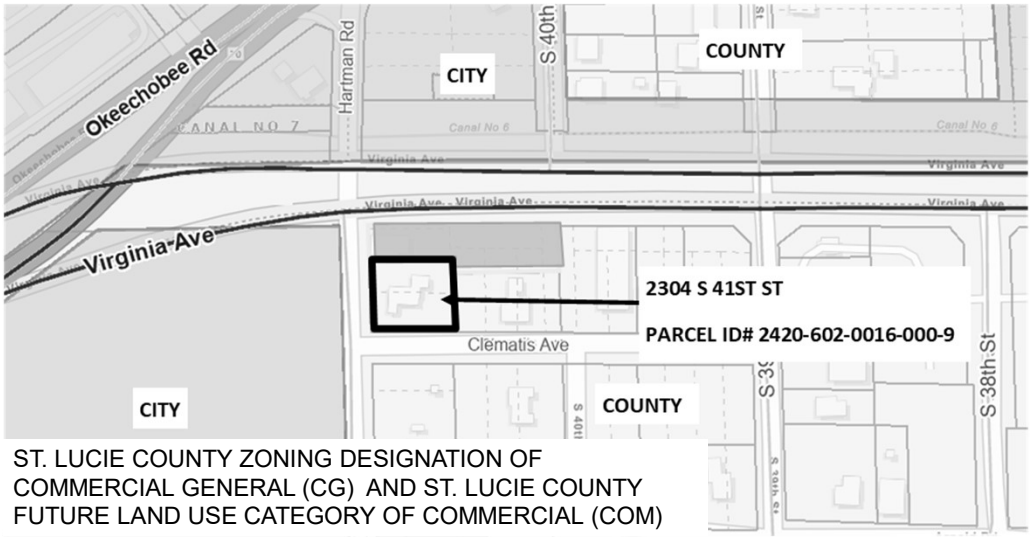
2. Disapproval.

CITY INITIATED ANNEXATIONS

13

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

14



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

15

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 2304 S 41st.

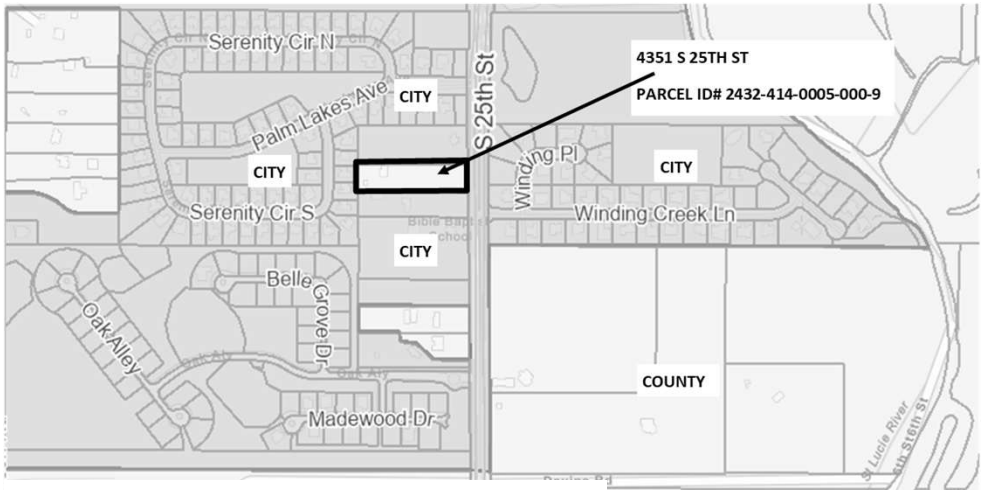
ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

16

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

17



ST. LUCIE COUNTY ZONING DESIGNATION OF AGRICULTURAL-1 (AR-1) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF RESIDENTIAL SUBURBAN (RS)

CITY INITIATED ANNEXATIONS

18

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4351 S 25th.

ALTERNATIVE RECOMMENDATION

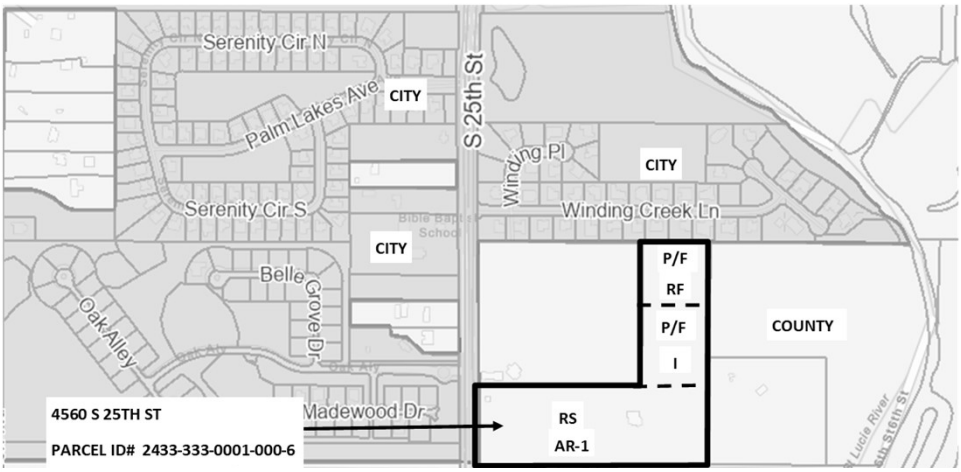
1. Modified Approval.
or
2. Disapproval.

CITY INITIATED ANNEXATIONS

19

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

20



ST. LUCIE COUNTY ZONING DESIGNATIONS OF AGRICULTURAL-1 (AR-1) AND RELIGIOUS FACILITIES (RF) AND INSTITUTIONAL (I) AND THE ST. LUCIE COUNTY FUTURE LAND USE CATEGORIES OF PUBLIC FACILITIES (P/F) AND RESIDENTIAL SUBURBAN (RS)

21

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4560 S 25th ST.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

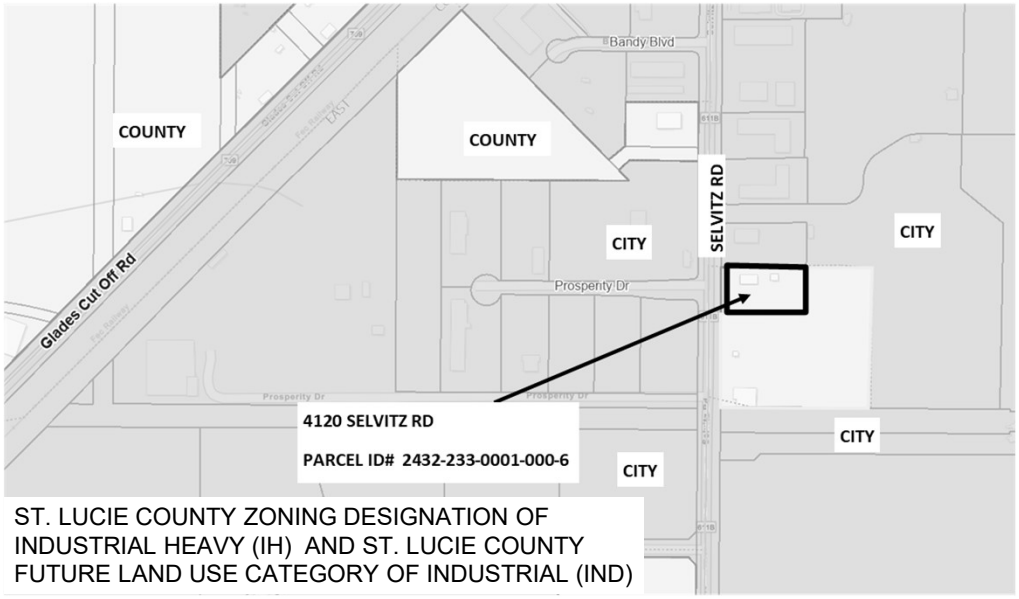
or

2. Disapproval.

22

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
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4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

23



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL HEAVY (IH) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

24

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4120 SELVITZ RD.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.



ORDINANCE NO. 24-024

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4106 MARIAH CIR IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have entered an Annexation Agreement **Exhibit "A"** with the Fort Pierce Utilities Authority which grants in consideration of water service and/or sewer service to the subject property that such agreement is considered as a voluntary application for annexation into the City of Fort Pierce; and

WHEREAS, the Annexation Agreement bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the estimated population of the annexation is 0; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 13th, 2024, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on July 2nd, 2024, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 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 July 8th, 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, together with legal description on **Exhibit "B,"** attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2407-111-0001-000-3

LEGAL DESCRIPTION:
7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)

Containing 1.99 acres, more or less.

Said property containing approximately 1.99 acres and being generally located at 4106 Mariah Circle, Fort Pierce, FL 34947.

SECTION 2. The subject property shall retain the existing St. Lucie County Zoning designation of Industrial Light (IL) and the existing St. Lucie County Future Land Use category of Industrial (IND).

SECTION 3. 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 "B" hereof as of January 1, 2025, 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 "B" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 4. That in accordance with Chapter 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 Chapter 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. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 7. 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 8. This Ordinance shall take effect immediately upon passage.

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. 24-024 was duly advertised by title only in the St. Lucie News Tribune on July 21, 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 August 5, 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)

EXHIBIT "A"
FORT PIERCE UTILITIES ANNEXATION AGREEMENT

Return to: Box 25
This instrument prepared by:

FORT PIERCE UTILITIES AUTHORITY
P. O. BOX 3191, FORT PIERCE, FL 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):
2407-111-0001-000/3

ANNEXATION AGREEMENT
INDIVIDUAL

TO: Director of Utilities
Fort Pierce Utilities Authority
Post Office Box 3191
Fort Pierce, Florida 34948-3191

4106 Mariah Circle (formerly Avenue "D")
Location Address
Fort Pierce, Florida 34947
Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida, to the following described property which I own, to-wit:

The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 35 South, Range 40 East, LESS AND EXCEPT the North 355 feet thereof and FURTHER LESS AND EXCEPT a 45-foot right-of-way for Canal No. 4.

THE ABOVE-DESCRIBED PROPERTY (is) (is not) THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, THE GRANTOR RESIDES AT 7885 Saddlebrook Dr., Fort St. Lucie, FL 34986.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida, and consent thereto in the event that it, or an area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida, for the purpose of serving as notice to all persons or entities.

IN WITNESS WHEREOF, WE hereunto set OUR hand(s) and seal this 17TH day of May, 1999.

Signed, sealed and delivered
in our presence as witnesses:

Witness Signature
Jennie L. Davis
Printed Witness Signature

Witness Signature
Lawrence K. Blandford
Printed Witness Signature

Richard K. Davis
Signature
Richard K. Davis
Printed Signature
7885 Saddlebrook Drive
Address
Fort St. Lucie, FL 34986

Nancy A. Davis
Signature
Nancy A. Davis, His Wife
Printed Signature
7885 Saddlebrook Drive
Address
Fort St. Lucie, FL 34986
City, State, Zip Code

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared

Richard K. Davis and Nancy A. Davis

known to me to be the person s described in and who executed the foregoing instrument, who acknowledged before me that THEY executed the same for the purposes therein expressed. THEY are personally known to me or have produced _____ as identification of the above-named person s and that an oath [was] [was not] taken.

NOTARY PUBLIC SEAL

Witness my hand and official seal in the County and State last aforesaid this 17 day of MAY, A.D. 19 99.

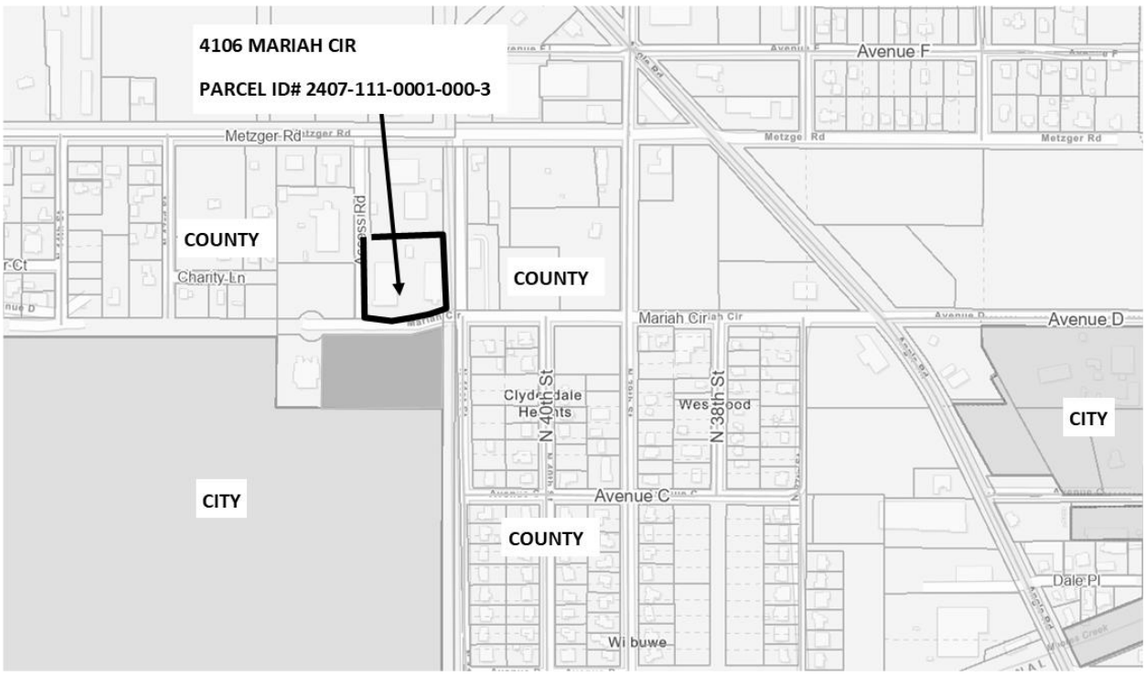
Robert J. March
Notary Signature
ROBERT MARCH
Printed Notary Signature

Robert J March
My Commission CC666442
Expires June 18, 2001

MAC/jm 1080

Johnnie Holsen, Clerk of the Circuit Court - St. Lucie County
File Number: 1728142 OR BOOK 1229 PAGE 2901
Recorded: 06-15-99 03:26 P.M.

EXHIBIT "B"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



LEGAL DESCRIPTION

7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)

Return to: Box 25

This instrument prepared by

FORT PIERCE UTILITIES AUTHORITY
P. O. BOX 3191, FORT PIERCE, FL 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):
2407-111-0001-000/3

ANNEXATION AGREEMENT
INDIVIDUAL

TO: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

4106 Mariah Circle (formerly Avenue "D")
Location Address
Fort Pierce, Florida 34947
Mailing Address (if different from location address)

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THE ABOVE-DESCRIBED PROPERTY (IS) (IS NOT) THE HOMESTEAD OF THE GRANTOR(s). IF NOT THE HOMESTEAD, THE GRANTOR RESIDES AT 7885 Saddlebrook Dr., Port St. Lucie, FL 34986.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida, and consent thereto in the event that it, or an area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida, for the purpose of serving as notice to all persons or entities.

IN WITNESS WHEREOF, we hereunto set our hand(s) and seal this 17th day of May, 1999.

Signed, sealed and delivered
in our presence as witnesses:

Jennie L. Davis
Witness Signature
Jennie L. DAVIS
Printed Witness Signature

Laurence K. Blandford
Witness Signature
LAWRENCE K. BLANDFORD
Printed Witness Signature

Richard K. Davis
Signature
Richard K. Davis
Printed Signature
7885 Saddlebrook Drive
Address
Port St. Lucie, FL 34986

Nancy B. Davis
Signature
Nancy B. Davis, His Wife
Printed Signature
7885 Saddlebrook Drive
Address
Port St. Lucie, FL 34986
City, State, Zip Code

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared

Richard K. Davis and Nancy B. Davis

known to me to be the person s described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named person s: PERSONALLY KNOWN and that an oath (was) (was not) taken.

NOTARY RUBBER STAMP SEAL

Witness my hand and official seal in the County and State last aforesaid this 17 day of MAY, A.D. 19 99.

Robert J March
Notary Signature
ROBERT MARCH
Printed Notary Signature

Robert J March
My Commission CC855442
Expires June 15, 2001

MAC:jm 10/93

Record 6.00

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number:1728142 OR BOOK 1229 PAGE 2901
Recorded: 06-15-99 03:25 P.M.

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

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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.

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.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Legislative Hearing - Ordinance 24-024 - City Initiated Annexation 4106 Mariah Cir

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37 of the Code of Ordinances of the City of Fort Pierce and Chapter 171 of Florida State Statutes.

NOTICE BY NEWSPAPER: July 21st, 2024, **and,** August 4th, 2024.

NOTICE BY MAIL: July 2nd, 2024

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE: 

DATE: July 7th, 2024

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Voluntary Annexation (City-FPUA) at 4106 Mariah Cir

CAO RLS FILE: RLS 24-218

DATE: June 7, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance, mostly to make this Ordinance consistent in template to recent annexation ordinances. Please incorporate these changes into your template. The Ordinance has been uploaded in a Track Changes Version and a Clean Copy Version, with the suggested changes included. The Clean Copy Version is approved as to form and correctness. You will need to include the information in the blanks prior to presentation to the City Commission.

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. e.**

Meeting Date: 08/05/2024

Re: Legislative Hearing - Ordinance 24-025 - City Initiated Annexation 4075 Virginia Ave

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Legislative Hearing - Ordinance 24-025 - City Initiated Annexation of one (1) parcel owned by Unity Three Office Bldg LLC located at or near 4075 Virginia Ave. Parcel ID#:2420-602-0013-000-8 - FIRST READING

SUMMARY:

This parcel is subject to a utility agreement with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at the time that it becomes contiguous with the City limits.

The annexation agreements bind subsequent heirs, successors or assigns, to annex into the City limits once the condition to annex has been met. That condition has recently been met.

The Current Zoning and Future Land Use of the property will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommends APPROVAL of the City Initiated Annexation.

ALTERNATIVES:

1. Modified Approval.

or

2. Disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director

COORDINATED WITH:

City Attorney
Planning Board

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

OTHER INFORMATION:

Additional Property Tax

Attachments

Staff Presentation
Draft Ordinance
FPUA Agreement
Business Impact
Public Notification Certification
RLS

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/06/2024 12:04 PM
City Manager	Nick Mimms	07/22/2024 09:44 AM

Form Started By: Kev Freeman
Started On: 07/05/2024 10:01 AM
Final Approval Date: 07/22/2024

CITY OF FORT PIERCE

CITY COMMISSION

AUGUST 5th ,2024

CITY INITIATED ANNEXATIONS

1

SUMMARY

Seven (7) properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority.

The agreement provides for the annexation of the subject property at the time that the subject property becomes contiguous with the City limit.

The annexation agreements bind subsequent heirs, successors, or assigns to annex voluntarily into the City limits once the condition to annex has been met. That condition has recently been met for these lots or will subsequently be met because of the proposed sequence of processing of the annexations.

2

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

3

SUMMARY

The Current Zoning and Future Land Use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County.

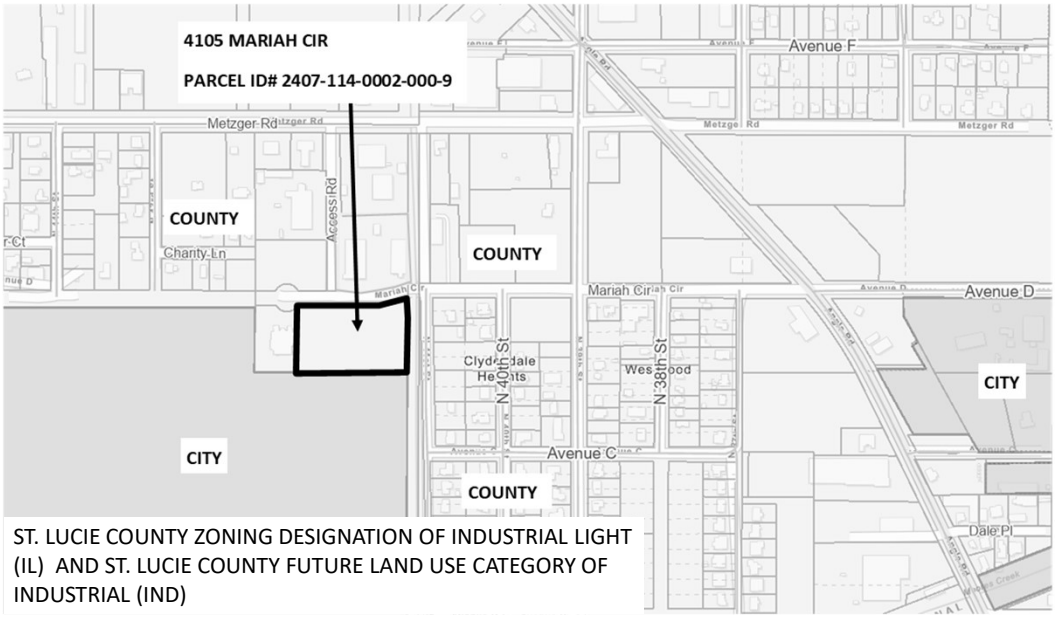
The annexations will be processed through seven (7) ordinances being dealt with in a sequence to meet with State Statute requirement for contiguity.

CITY INITIATED ANNEXATIONS

4

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
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5



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

6

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4105 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

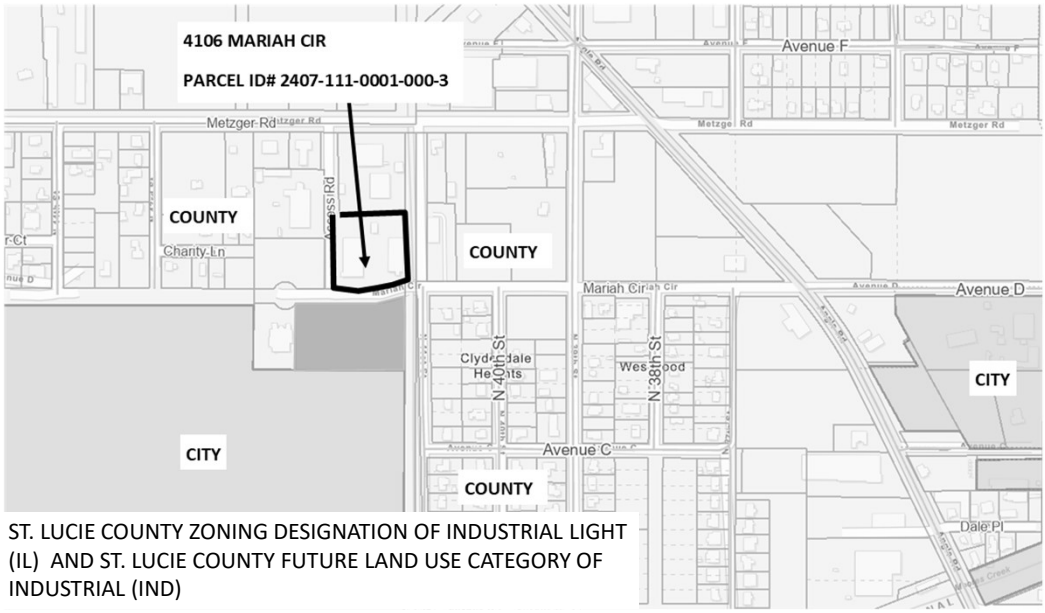
1. Recommend Modified Approval.
or
2. Recommend Disapproval.

CITY INITIATED ANNEXATIONS

7

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
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4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

8



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

RECOMMENDATION

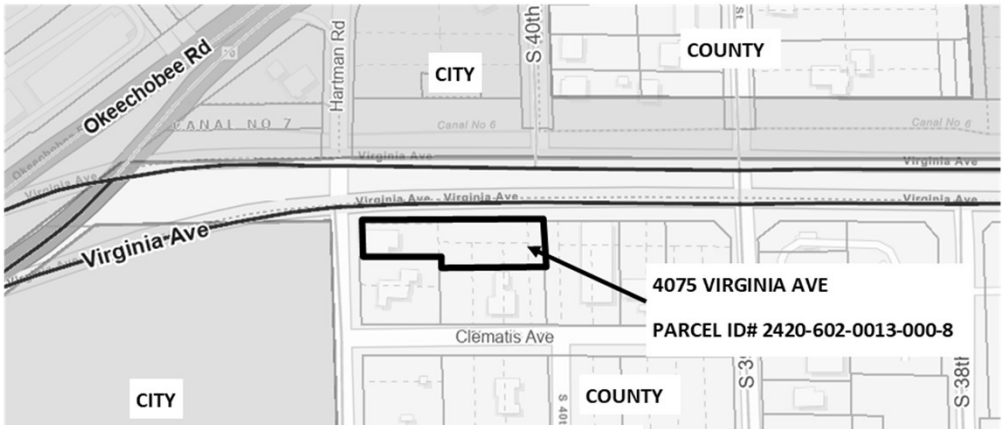
Staff recommend APPROVAL for the proposed ANNEXATION of 4106 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

11



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

CITY INITIATED ANNEXATIONS

12

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4075 VIRGINIA.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

or

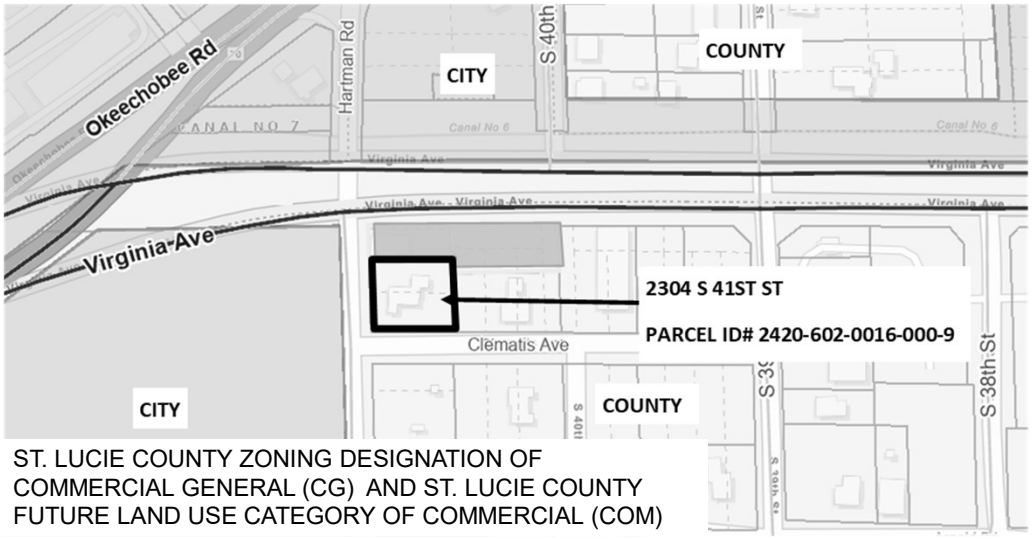
2. Disapproval.

CITY INITIATED ANNEXATIONS

13

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

14



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

15

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 2304 S 41st.

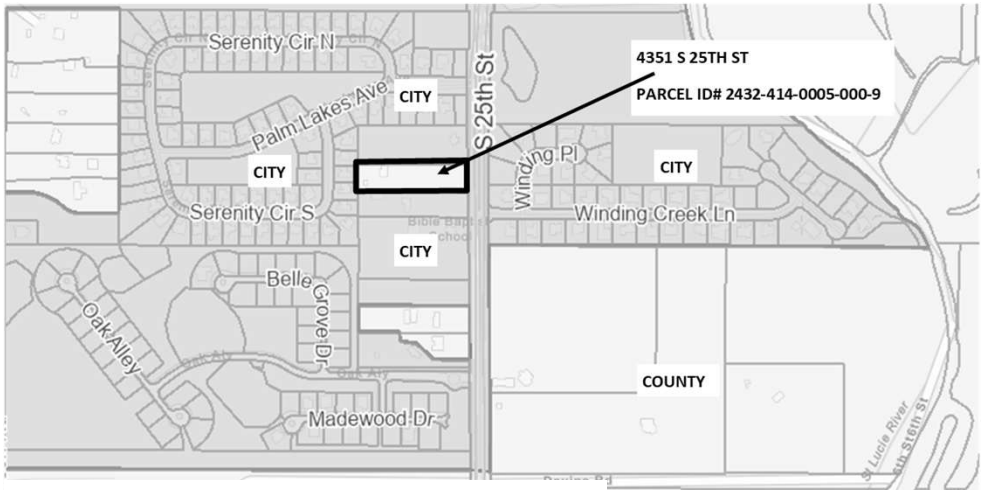
ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

16

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

17



ST. LUCIE COUNTY ZONING DESIGNATION OF AGRICULTURAL-1 (AR-1) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF RESIDENTIAL SUBURBAN (RS)

CITY INITIATED ANNEXATIONS

18

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4351 S 25th.

ALTERNATIVE RECOMMENDATION

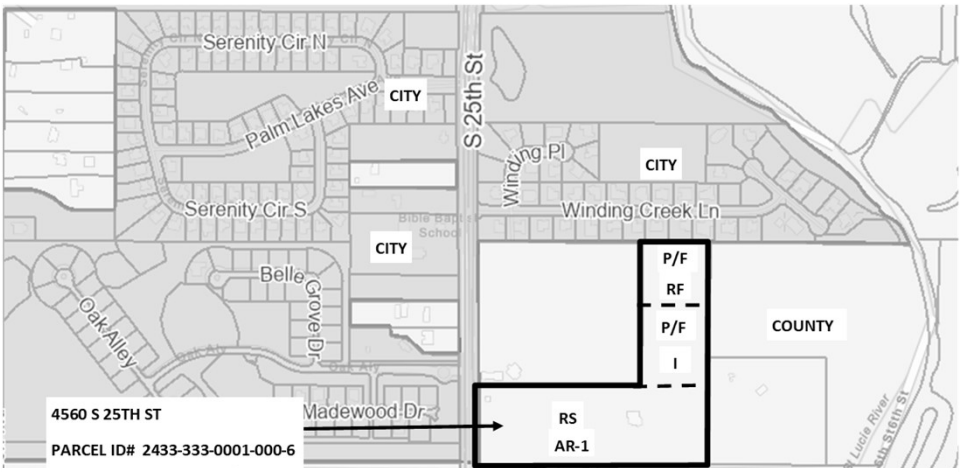
1. Modified Approval.
or
2. Disapproval.

CITY INITIATED ANNEXATIONS

19

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

20



ST. LUCIE COUNTY ZONING DESIGNATIONS OF AGRICULTURAL-1 (AR-1) AND RELIGIOUS FACILITIES (RF) AND INSTITUTIONAL (I) AND THE ST. LUCIE COUNTY FUTURE LAND USE CATEGORIES OF PUBLIC FACILITIES (P/F) AND RESIDENTIAL SUBURBAN (RS)

21

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4560 S 25th ST.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

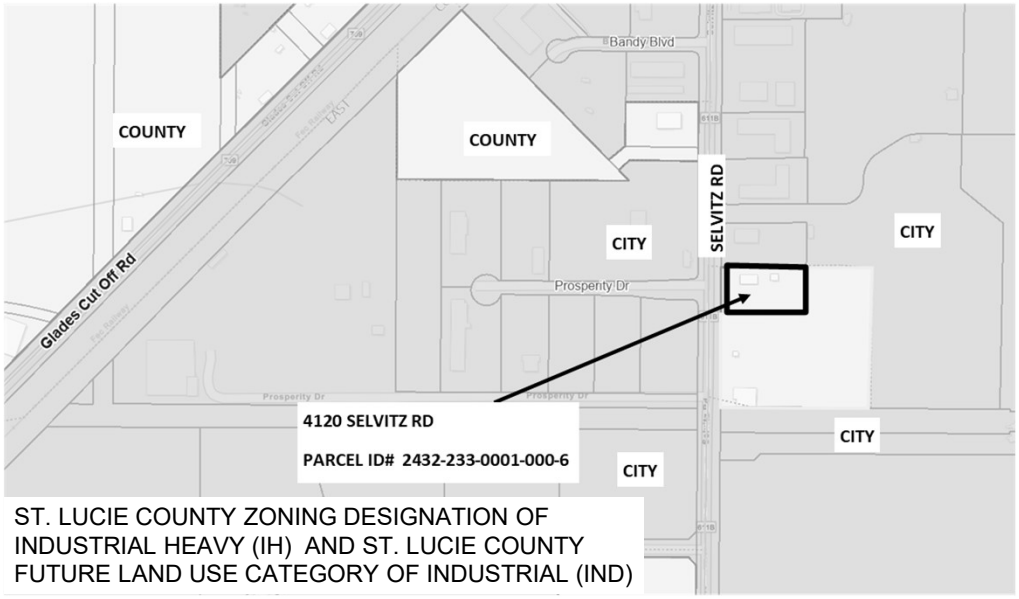
or

2. Disapproval.

22

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
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4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

23



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL HEAVY (IH) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

24

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4120 SELVITZ RD.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.



ORDINANCE NO. 24-025

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4075 VIRGINIA AVE IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have entered an Annexation Agreement **Exhibit "A"** with the Fort Pierce Utilities Authority which grants in consideration of water service and/or sewer service to the subject property that such agreement is considered as a voluntary application for annexation into the City of Fort Pierce; and

WHEREAS, the Annexation Agreement bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the estimated population of the annexation is 0; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 13th, 2024, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on July 2nd, 2024, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 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 July 8th, 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, together with legal description on **Exhibit "B,"** attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2420-602-0013-000-8

LEGAL DESCRIPTION:
PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FTOF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW CORLOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6,TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR3034-556)

Containing 0.47 acres, more or less.

Said property containing 0.47 acres and being generally located at 4075 Virginia Avenue, Fort Pierce, FL 34981.

SECTION 2. The subject property shall retain the existing St. Lucie County Zoning designation of Commercial General (CG) and the existing St. Lucie County Future Land Use category of Commercial (COM).

SECTION 3. 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 "B" hereof as of January 1, 2025, 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 "B" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 4. That in accordance with Chapter 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 Chapter 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. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 7. 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 8. This Ordinance shall take effect immediately upon passage.

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. 24-025 was duly advertised by title only in the St. Lucie News Tribune on July 21, 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 5, August, 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)

EXHIBIT "A"
FORT PIERCE UTILITIES ANNEXATION AGREEMENT (page 1 of 2)

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5091645 OR BOOK 4882 PAGE 1206, Recorded 08/31/2022 03:57:23 PM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX	**ANNEXATION AGREEMENT** **LIMITED LIABILITY COMPANY**
This instrument prepared by: **R. N. Koblegard, III, Esquire** **P.O. Box 1535** **Jensen Beach, FL 34957**	**UNITY THREE OFFICE BUILDING, LLC** **145 NW CENTRAL PARK PLAZA, SUITE 109** **PORT ST. LUCIE, FLORIDA 34986**
Property Appraisers Parcel Identification (Folio) Number(s): 2420-802-0013-000-8	
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	4075 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 Location Address 145 NW CENTRAL PARK PLAZA, SUITE 109 PORT ST. LUCIE, FLORIDA 34986 Mailing Address (if different from location address)

Dear Sir/Madame:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

ATTACHED EXHIBIT "A"

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

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 this 29th day of August, 2022.

UNITY THREE OFFICE BUILDING, LLC - GRANTOR

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Witness Signature
Patricia M. Barletta
Printed Witness Signature

Witness Signature
Maria D. Toledo
Printed Witness Signature

Signature – Patrick A. Pinkney, Managing Member of Unity Three Office Building, LLC, with full right and authority to convey interest in real property.
Patrick A. Pinkney
Printed Signature

145 NW CENTRAL PARK PLAZA, SUITE 109
PORT ST. LUCIE, FLORIDA 34986
Address

EXHIBIT "A"
FORT PIERCE UTILITIES ANNEXATION AGREEMENT (page 2 of 2)

OR BOOK 4882 PAGE 1207

STATE OF Florida
COUNTY OF St. Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Patrick A. Pinkney, Managing Member of Unity Three Office Building, LLC known to me to be a Managing Member with full authority of the entity in whose name the foregoing instrument was executed, and that he acknowledged executing the same for such entity, freely and voluntarily, under authority duly vested in (him)(her) by said entity, that I relied upon the following form of identification of the above-named person: Driver's Licenses, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

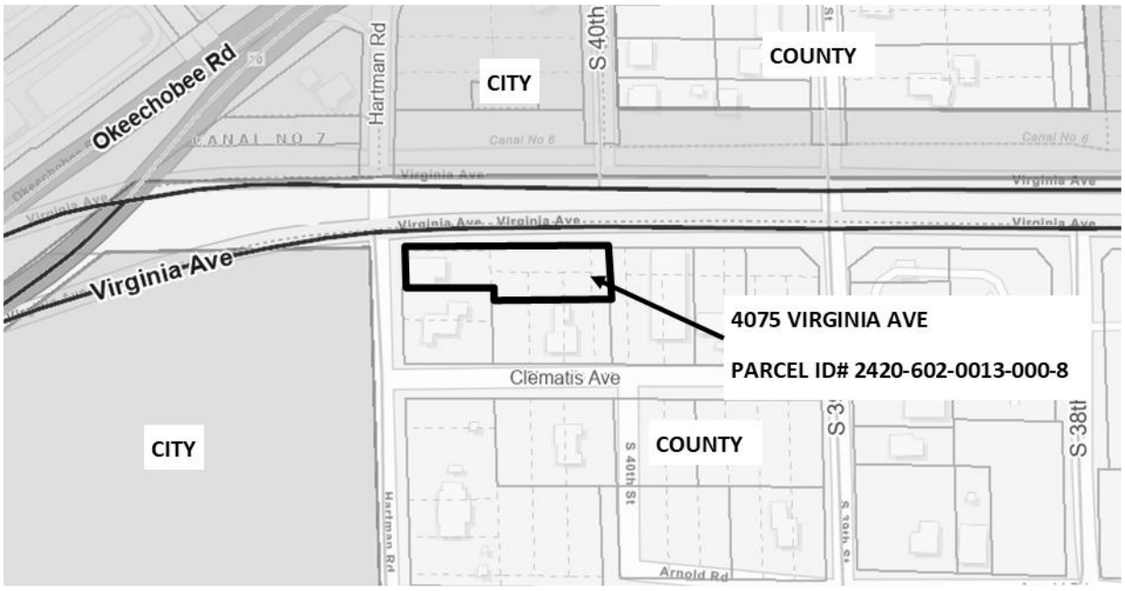
MARIA D. TOLEDO
Commission # GG 077724
Expires November 19, 2022
Bonded Thru Budget Notary Services

Witness my hand and official Seal in the County and State last aforesaid this 29 day of August A.D. 2022.

Maria D. Toledo
Notary Signature

Maria D Toledo
Notary Printed Signature

EXHIBIT "B"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



LEGAL DESCRIPTION

PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FTOF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW CORLOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6,TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR3034-556)

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5091645 OR BOOK 4882 PAGE 1206, Recorded 08/31/2022 03:57:23 PM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **P.O. Box 1535** **Jensen Beach, FL 34957** Property Appraisers Parcel Identification (Folio) Number(s): 2420-602-0013-000-8	**ANNEXATION AGREEMENT** **LIMITED LIABILITY COMPANY** **UNITY THREE OFFICE BUILDING, LLC** **145 NW CENTRAL PARK PLAZA, SUITE 109** **PORT ST. LUCIE, FLORIDA 34986**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	4075 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 Location Address 145 NW CENTRAL PARK PLAZA, SUITE 109 PORT ST. LUCIE, FLORIDA 34986 Mailing Address (if different from location address)

Dear Sir/Madame:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

ATTACHED EXHIBIT "A"

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

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 this 29th *day of* August, *2022.*

UNITY THREE OFFICE BUILDING, LLC - GRANTOR

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Patricia M. Barletta
Witness Signature

Patricia M. Barletta
Printed Witness Signature

Maria D. Toledo
Witness Signature

Maria D. Toledo
Printed Witness Signature

Padrick A. Pinkney
Signature – Padrick A. Pinkney, Managing Member of Unity Three Office Building, LLC, with full right and authority to convey interest in real property.

Padrick A. Pinkney
Printed Signature

145 NW CENTRAL PARK PLAZA, SUITE 109
PORT ST. LUCIE, FLORIDA 34986
Address

STATE OF Florida
COUNTY OF St. Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Padrick A. Pinkney, Managing Member of Unity Three Office Building, LLC known to me to be a Managing Member with full authority of the entity in whose name the foregoing instrument was executed, and that he acknowledged executing the same for such entity, freely and voluntarily, under authority duly vested in (him)(her) by said entity, that I relied upon the following form of identification of the above-named person: Driver's Licenses, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

MARIA D. TOLEDO
Commission # GG 277734
Expires November 19, 2022
Bonded Thru Budget Notary Services

Witness my hand and official Seal in the County and State last aforesaid this 29 day of August A.D. 2022.

Maria D. Toledo
Notary Signature

Maria D. Toledo
Notary Printed Signature

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.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Legislative Hearing - Ordinance 24-025 - City Initiated Annexation 4075 Virginia Ave

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37 of the Code of Ordinances of the City of Fort Pierce and Chapter 171 of Florida State Statutes.

NOTICE BY NEWSPAPER: July 21st, 2024, **and,** August 4th, 2024.

NOTICE BY MAIL: July 2nd, 2024

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE: 

DATE: July 7th, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Voluntary Annexation (City-FPUA) at 4075 Virginia Ave

CAO RLS FILE: RLS 24-193

DATE: June 7, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance, mostly to make this Ordinance consistent in template to recent annexation ordinances. Please incorporate these changes into your template. The Ordinance has been uploaded in a Track Changes Version and a Clean Copy Version, with the suggested changes included. The Clean Copy Version is approved as to form and correctness. You will need to include the information in the blanks prior to presentation to the City Commission.

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. f.**

Meeting Date: 08/05/2024

Re: Legislative Hearing - Ordinance 24-026 - City Initiated Annexation 2304 S 41st Street

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Legislative Hearing - Ordinance 24-026 - City Initiated Annexation of one (1) parcel owned by Unity Three Office Bldg LLC located at or near 2304 S 41st Street. Parcel ID#:2420-602-0016-000-9 - FIRST READING

SUMMARY:

This parcel is subject to a utility agreement with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at the time that it becomes contiguous with the City limits.

The annexation agreements bind subsequent heirs, successors or assigns, to annex into the City limits once the condition to annex has been met. That condition has recently been met.

The Current Zoning and Future Land Use of the property will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommends APPROVAL of the City Initiated Annexation.

ALTERNATIVES:

1. Modified Approval.

or

2. Disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

City Attorney
Planning Board

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

OTHER INFORMATION:

Additional Property Tax

Attachments

Staff Presentation
Draft Ordinance
FPUA Agreement
Business Impact
Public Notification Certification
RLS

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/06/2024 12:05 PM
City Manager	Nick Mimms	07/22/2024 09:44 AM

Form Started By: Kev Freeman
Started On: 07/05/2024 10:02 AM
Final Approval Date: 07/22/2024

CITY OF FORT PIERCE

CITY COMMISSION

AUGUST 5th ,2024

CITY INITIATED ANNEXATIONS

1

SUMMARY

Seven (7) properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority.

The agreement provides for the annexation of the subject property at the time that the subject property becomes contiguous with the City limit.

The annexation agreements bind subsequent heirs, successors, or assigns to annex voluntarily into the City limits once the condition to annex has been met. That condition has recently been met for these lots or will subsequently be met because of the proposed sequence of processing of the annexations.

2

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

3

SUMMARY

The Current Zoning and Future Land Use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County.

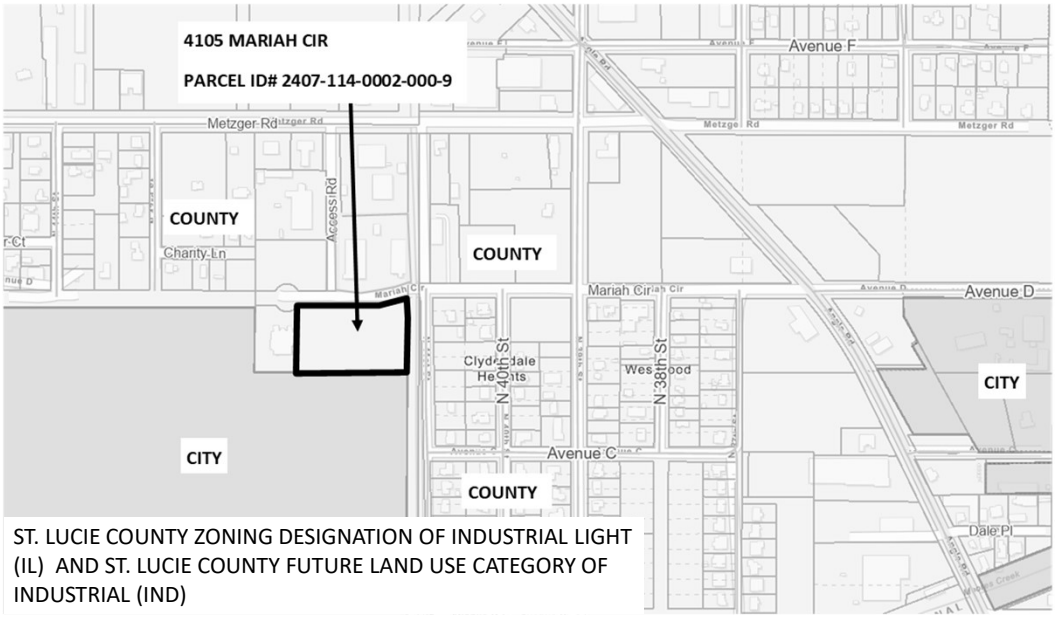
The annexations will be processed through seven (7) ordinances being dealt with in a sequence to meet with State Statute requirement for contiguity.

CITY INITIATED ANNEXATIONS

4

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
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5



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

6

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4105 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

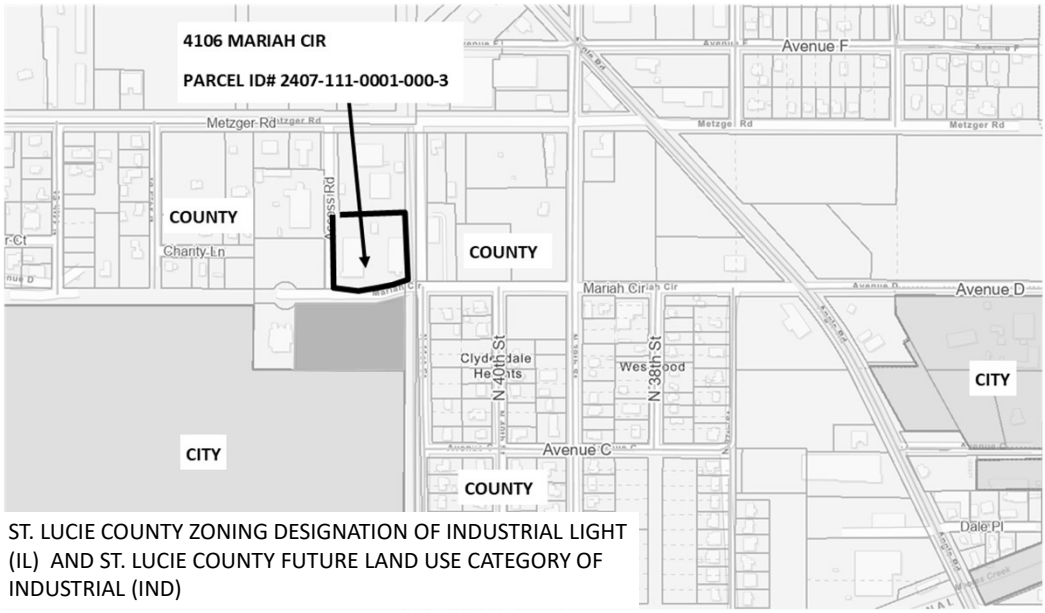
1. Recommend Modified Approval.
or
2. Recommend Disapproval.

CITY INITIATED ANNEXATIONS

7

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
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6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

8



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

RECOMMENDATION

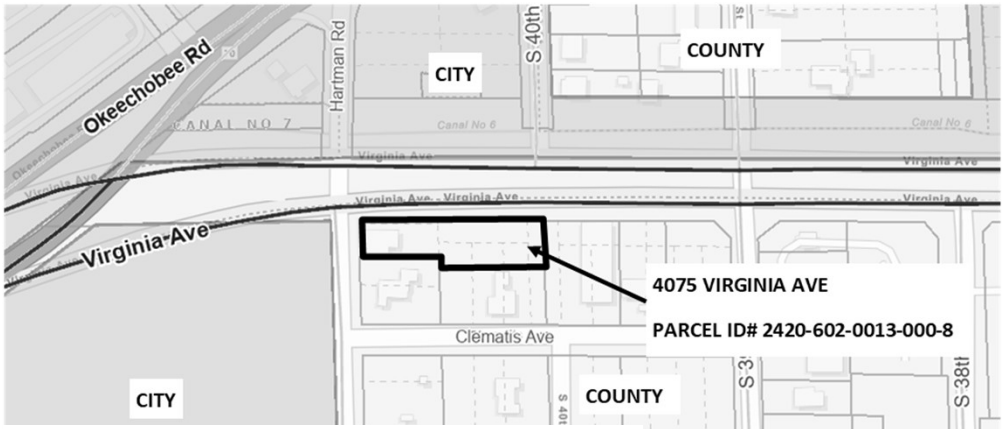
Staff recommend APPROVAL for the proposed ANNEXATION of 4106 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

11



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

CITY INITIATED ANNEXATIONS

12

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4075 VIRGINIA.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

or

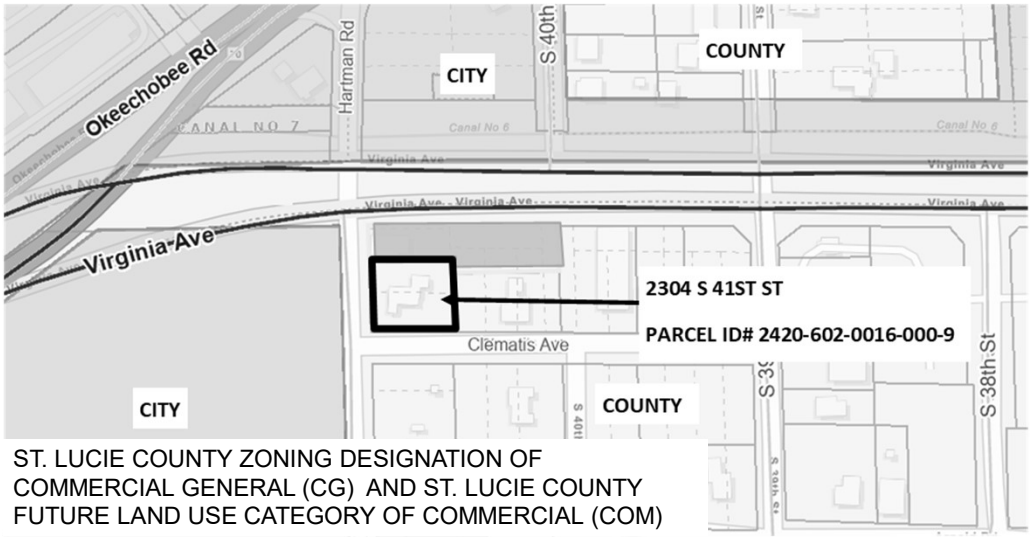
2. Disapproval.

CITY INITIATED ANNEXATIONS

13

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
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14



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

15

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 2304 S 41st.

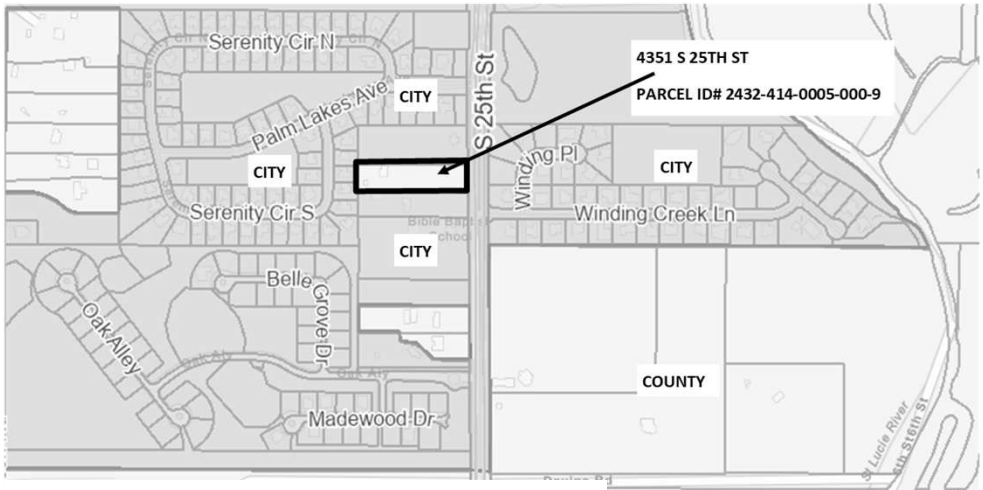
ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

16

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
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5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
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17



ST. LUCIE COUNTY ZONING DESIGNATION OF AGRICULTURAL-1 (AR-1) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF RESIDENTIAL SUBURBAN (RS)

CITY INITIATED ANNEXATIONS

18

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4351 S 25th.

ALTERNATIVE RECOMMENDATION

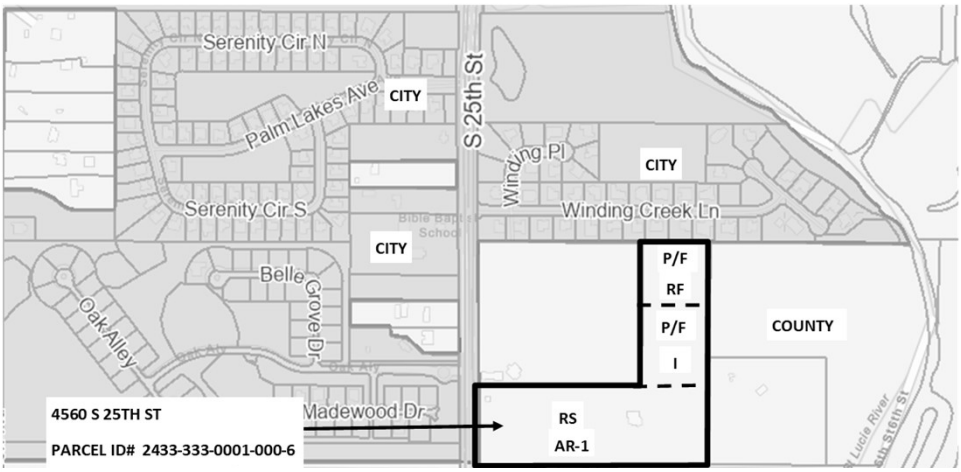
1. Modified Approval.
or
2. Disapproval.

CITY INITIATED ANNEXATIONS

19

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
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4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

20



ST. LUCIE COUNTY ZONING DESIGNATIONS OF AGRICULTURAL-1 (AR-1) AND RELIGIOUS FACILITIES (RF) AND INSTITUTIONAL (I) AND THE ST. LUCIE COUNTY FUTURE LAND USE CATEGORIES OF PUBLIC FACILITIES (P/F) AND RESIDENTIAL SUBURBAN (RS)

21

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4560 S 25th ST.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

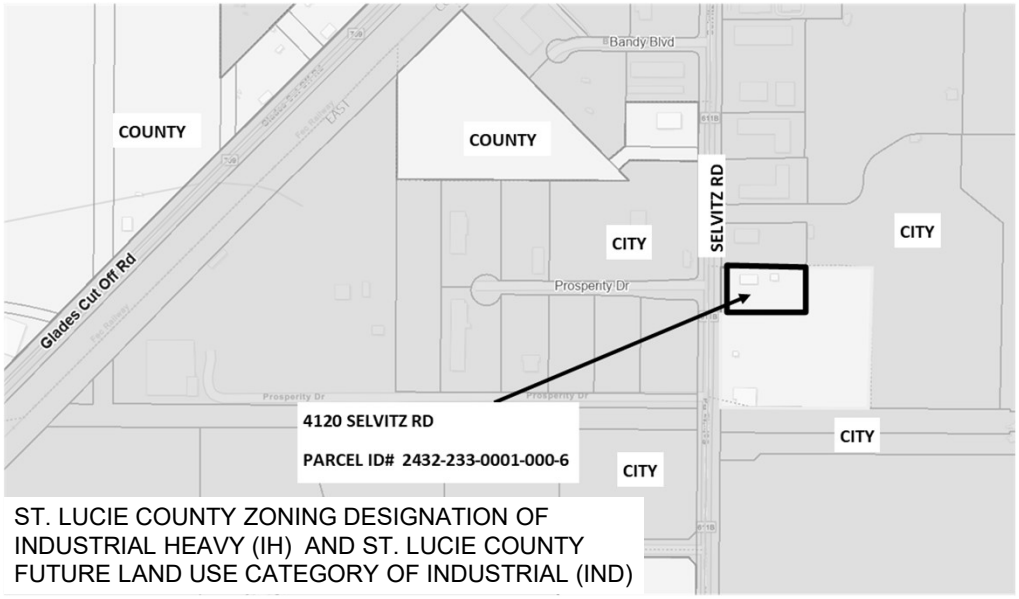
or

2. Disapproval.

22

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
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4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

23



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL HEAVY (IH) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

24

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4120 SELVITZ RD.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.



ORDINANCE NO. 24-026

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 2304 SOUTH 41ST STREET IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have entered an Annexation Agreement **Exhibit "A"** with the Fort Pierce Utilities Authority which grants in consideration of water service and/or sewer service to the subject property that such agreement is considered as a voluntary application for annexation into the City of Fort Pierce; and

WHEREAS, the Annexation Agreement bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the estimated population of the annexation is 0; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 5th, 2024, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on July 2nd, 2024, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 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 July 8th, 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, together with legal description on **Exhibit "B,"** attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2420-602-0016-000-9.

LEGAL DESCRIPTION:
PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)

Containing 0.30 acres, more or less.

Said property containing approximately 0.30 acres and being generally located at 2304 South 41st Street, Fort Pierce, FL 34950.

SECTION 2. The subject property shall retain the existing St. Lucie County Zoning designation of Commercial General (CG) and the existing St. Lucie County Future Land Use category of Commercial (COM).

SECTION 3. 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 "B" hereof as of January 1, 2025, 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 "B" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 4. That in accordance with Chapter 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 Chapter 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. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 7. 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 8. This Ordinance shall take effect immediately upon passage.

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. 24-026 was duly advertised by title only in the St. Lucie News Tribune on July 21, 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 August 5, 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:

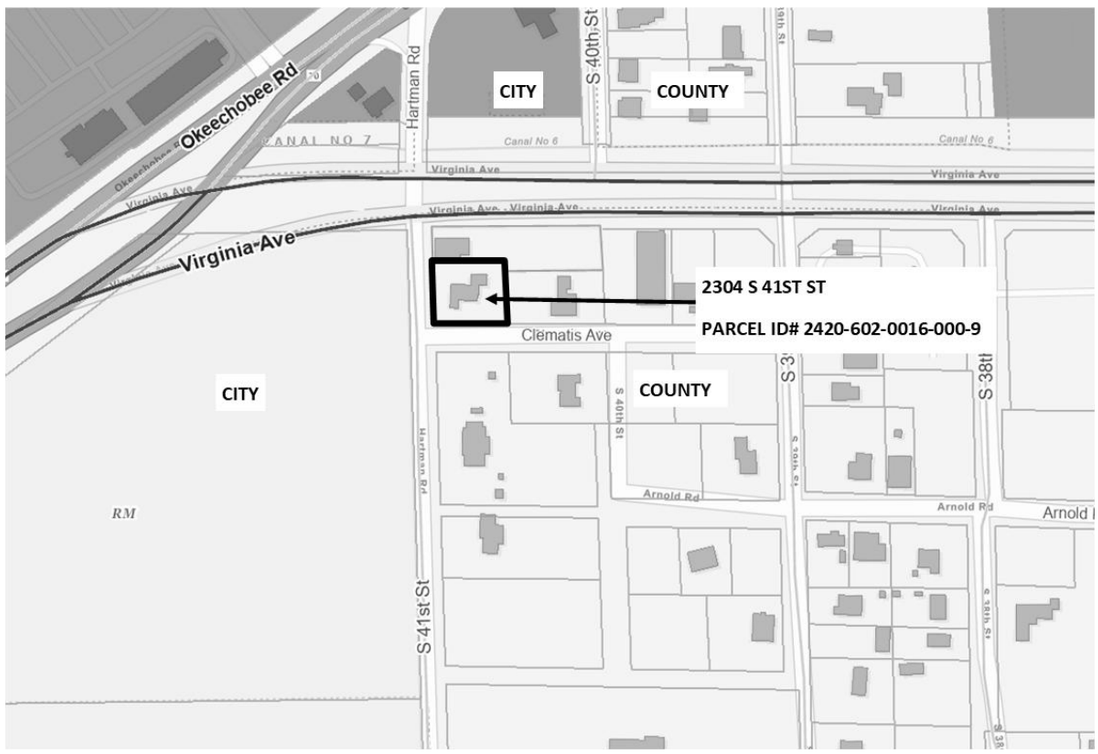
_____
Linda W. Cox
City Clerk

(SEAL)

EXHIBIT "A"
FORT PIERCE UTILITIES ANNEXATION AGREEMENT

(see attached – to be inserted)

EXHIBIT "B"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



LEGAL DESCRIPTION

PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5091449 OR BOOK 4882 PAGE 545, Recorded 08/31/2022 02:21:12 PM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **P.O. Box 1535** **Jensen Beach, FL 34957** Property Appraisers Parcel Identification (Folio) Number(s): 2420-602-0016-000-9	**ANNEXATION AGREEMENT** **LIMITED LIABILITY COMPANY** **UNITY THREE OFFICE BUILDING, LLC** **145 NW CENTRAL PARK PLAZA, SUITE 109** **PORT ST. LUCIE, FLORIDA 34986**
TO: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	2304 S. 41ST STREET, FORT PIERCE, FLORIDA 34981 Location Address 145 NW CENTRAL PARK PLAZA, SUITE 109 PORT ST. LUCIE, FLORIDA 34986 Mailing Address (if different from location address)

Dear Sir/Madame:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

LOT(S) 4 AND 5, BLOCK 2, PINEHURST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6 PAGE(S) 9, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

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 this 29th *day of* August, *2022.*

UNITY THREE OFFICE BUILDING, LLC - GRANTOR

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Patricia M Barletta
Witness Signature

Patricia M. Barletta
Printed Witness Signature

Mara D. Toledo
Witness Signature

Maria D. Toledo
Printed Witness Signature

Padrick A Pinkney
Signature – Padrick A. Pinkney, Managing Member of Unity Three Office Building, LLC, with full right and authority to convey interest in real property.

Padrick A. Pinkney
Printed Signature

145 NW CENTRAL PARK PLAZA, SUITE 109
PORT ST. LUCIE, FL 34986
Address

STATE OF Florida
COUNTY OF St. Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Padrick P. Pinkney, Managing Member of Unity Three Office Building, LLC known to me to be a Managing Member with full authority of the entity in whose name the foregoing instrument was executed, and that he acknowledged executing the same for such entity, freely and voluntarily, under authority duly vested in (him)(her) by said entity, that I relied upon the following form of identification of the above-named person: Driver's Licenses, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

NOTARY PUBLIC STATE OF FLORIDA

MARIA D. TOLEDO
Commission # GG 277734
Expires November 19, 2022
Bonded Thru Budget Notary Services

Witness my hand and official Seal in the County and State last aforesaid this 29 day of August A.D. 2022.

Maria D. Toledo
Notary Signature

Maria D. Toledo
Notary Printed Signature

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

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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.

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.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Legislative Hearing - Ordinance 24-026 - City Initiated Annexation 2304 S 41st Street

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37 of the Code of Ordinances of the City of Fort Pierce and Chapter 171 of Florida State Statutes.

NOTICE BY NEWSPAPER: July 21st, 2024, **and,** August 4th, 2024.

NOTICE BY MAIL: July 2nd, 2024

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE: 

DATE: July 7th, 2024

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Voluntary Annexation (City-FPUA) at 2304 S 41st Street

CAO RLS FILE: RLS 24-220

DATE: June 7, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance, mostly to make this Ordinance consistent in template to recent annexation ordinances. Please incorporate these changes into your template. The Ordinance has been uploaded in a Track Changes Version and a Clean Copy Version, with the suggested changes included. The Clean Copy Version is approved as to form and correctness. You will need to include the information in the blanks prior to presentation to the City Commission.

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. g.**

Meeting Date: 08/05/2024

Re: Legislative Hearing - Ordinance 24-027 - City Initiated Annexation 4351 S 25th Street

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Legislative Hearing - Ordinance 24-027 - City Initiated Annexation of one (1) parcel owned by Jose & Rosemary Torres located at or near 4351 S 25th Street. Parcel ID#:2432-414-0005-000-9 - FIRST READING

SUMMARY:

This parcel is subject to a utility agreement with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at the time that it becomes contiguous with the City limits.

The annexation agreements bind subsequent heirs, successors or assigns, to annex into the City limits once the condition to annex has been met. That condition has recently been met.

The Current Zoning and Future Land Use of the property will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommends APPROVAL of the City Initiated Annexation.

ALTERNATIVES:

1. Modified Approval.

or

2. Disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

City Attorney
Planning Board

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

OTHER INFORMATION:

Additional Property Tax

Attachments

Staff Presentation
Draft Ordinance
FPUA Agreement
Business Impact
Public Notification Certification
RLS

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/06/2024 12:06 PM
City Manager	Nick Mimms	07/22/2024 09:44 AM

Form Started By: Kev Freeman
Started On: 07/05/2024 10:03 AM
Final Approval Date: 07/22/2024

CITY OF FORT PIERCE

CITY COMMISSION

AUGUST 5th ,2024

CITY INITIATED ANNEXATIONS

1

SUMMARY

Seven (7) properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority.

The agreement provides for the annexation of the subject property at the time that the subject property becomes contiguous with the City limit.

The annexation agreements bind subsequent heirs, successors, or assigns to annex voluntarily into the City limits once the condition to annex has been met. That condition has recently been met for these lots or will subsequently be met because of the proposed sequence of processing of the annexations.

2

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

3

SUMMARY

The Current Zoning and Future Land Use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County.

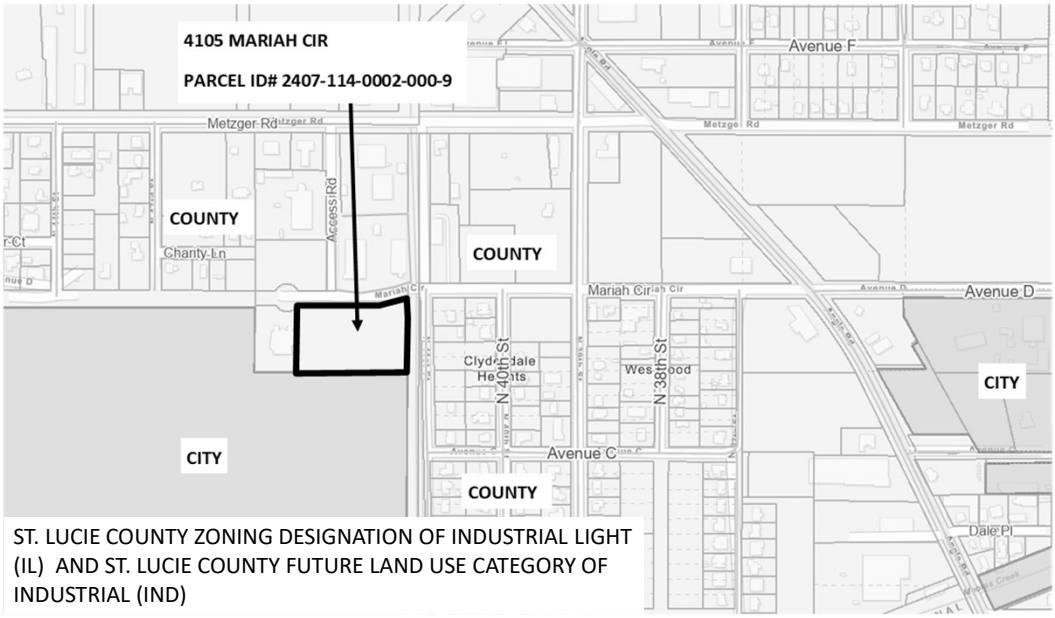
The annexations will be processed through seven (7) ordinances being dealt with in a sequence to meet with State Statute requirement for contiguity.

CITY INITIATED ANNEXATIONS

4

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
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5



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

6

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4105 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

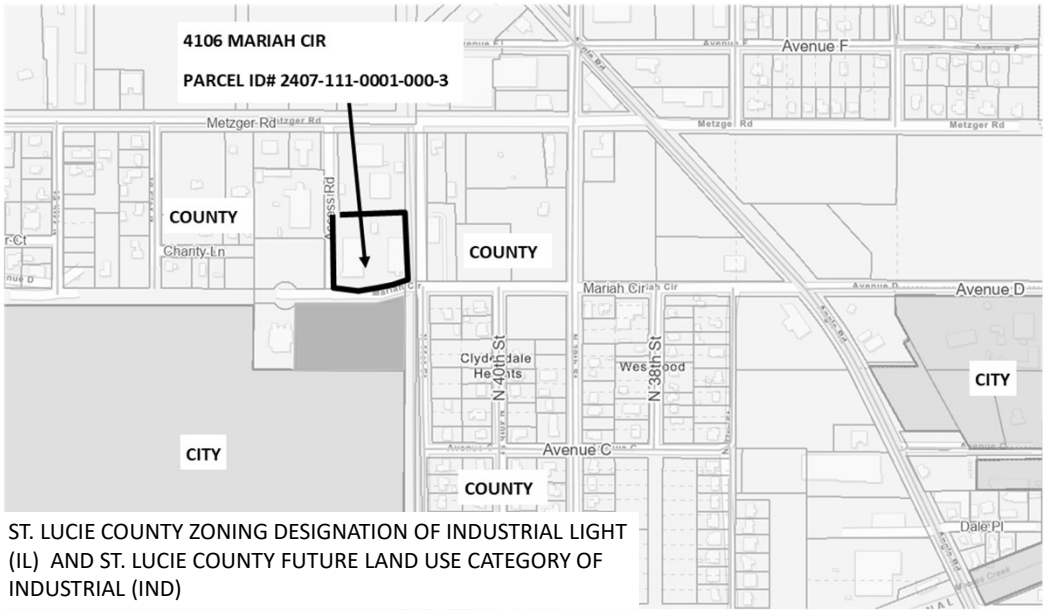
1. Recommend Modified Approval.
or
2. Recommend Disapproval.

CITY INITIATED ANNEXATIONS

7

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
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8



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

RECOMMENDATION

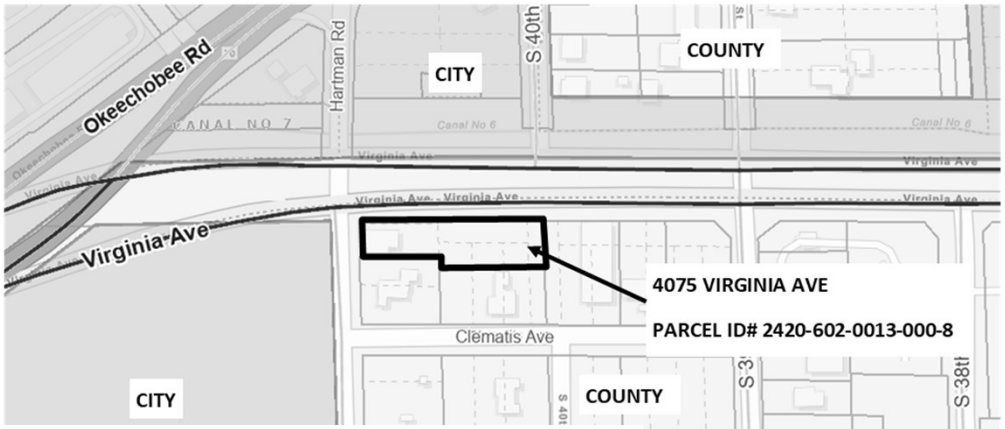
Staff recommend APPROVAL for the proposed ANNEXATION of 4106 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
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6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

11



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

CITY INITIATED ANNEXATIONS

12

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4075 VIRGINIA.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

or

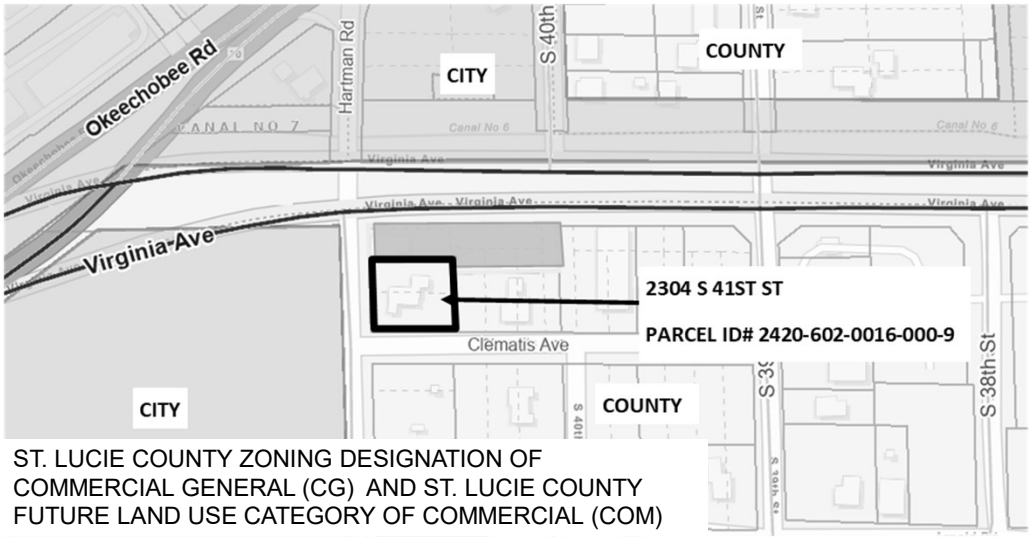
2. Disapproval.

CITY INITIATED ANNEXATIONS

13

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

14



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

15

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 2304 S 41st.

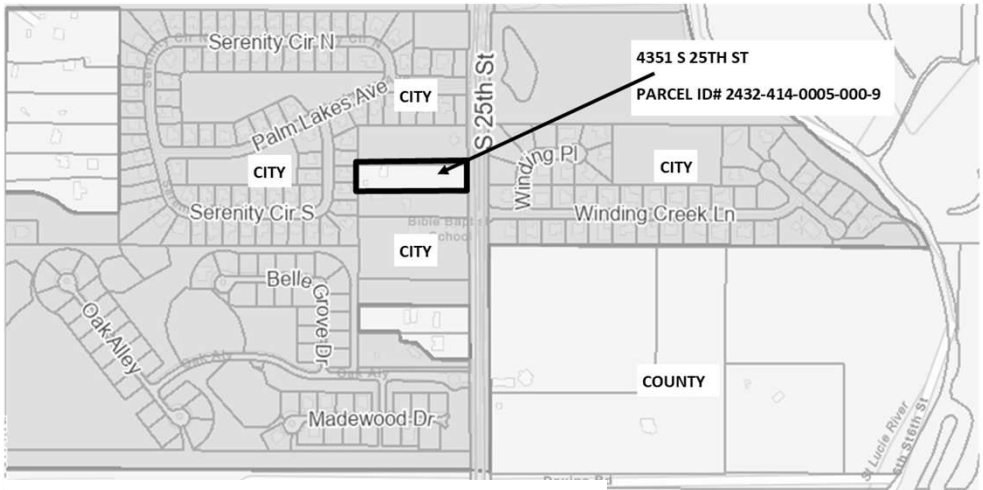
ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

16

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

17



ST. LUCIE COUNTY ZONING DESIGNATION OF AGRICULTURAL-1 (AR-1) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF RESIDENTIAL SUBURBAN (RS)

CITY INITIATED ANNEXATIONS

18

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4351 S 25th.

ALTERNATIVE RECOMMENDATION

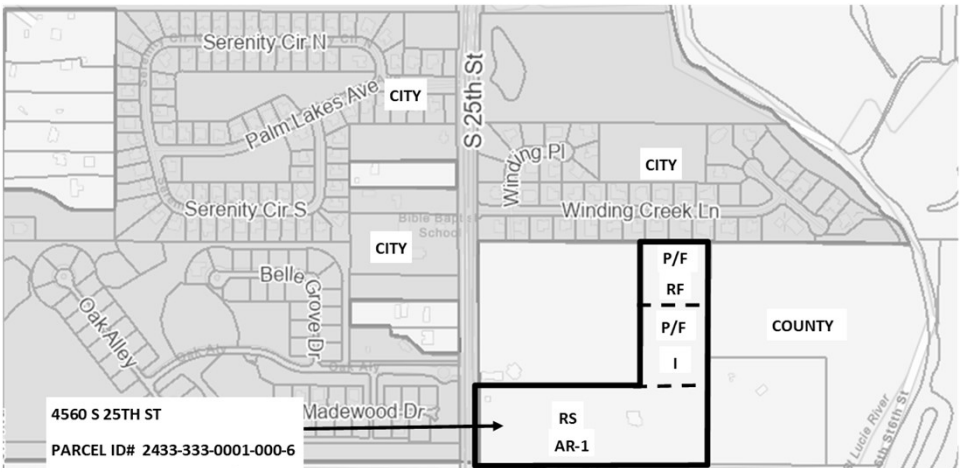
1. Modified Approval.
or
2. Disapproval.

CITY INITIATED ANNEXATIONS

19

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
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20



ST. LUCIE COUNTY ZONING DESIGNATIONS OF AGRICULTURAL-1 (AR-1) AND RELIGIOUS FACILITIES (RF) AND INSTITUTIONAL (I) AND THE ST. LUCIE COUNTY FUTURE LAND USE CATEGORIES OF PUBLIC FACILITIES (P/F) AND RESIDENTIAL SUBURBAN (RS)

21

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4560 S 25th ST.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

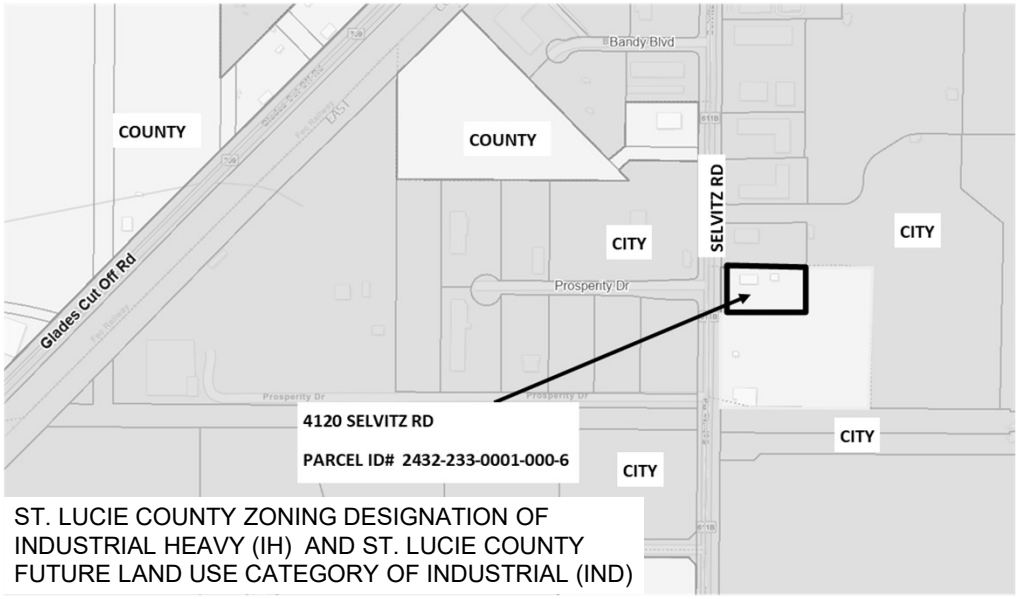
or

2. Disapproval.

22

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
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5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

23



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL HEAVY (IH) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

24

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4120 SELVITZ RD.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.



ORDINANCE NO. 24-027

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4351 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF AGRICULTURAL-1 (AR-1) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF RESIDENTIAL SUBURBAN (RS); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have entered an Annexation Agreement Exhibit “A” with the Fort Pierce Utilities Authority which grants in consideration of water service and/or sewer service to the subject property that such agreement is considered as a voluntary application for annexation into the City of Fort Pierce; and

WHEREAS, the Annexation Agreement bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the estimated population of the annexation is 2; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 13th, 2024, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office on July 2nd, 2024, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 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 July 8th, 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, together with legal description on **Exhibit "B,"** attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2432-414-0005-000-9

LEGAL DESCRIPTION:
32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)

Containing 2.07 acres, more or less

Said property containing 2.07 acres and being generally located at 4351 South 25th Street, Fort Pierce, FL 34981.

SECTION 2. The subject property shall retain the existing St. Lucie County Zoning designation of Agricultural-1 (AG-) and the existing St. Lucie County Future Land Use category of Residential Suburban (RS).

SECTION 3. 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 "B" hereof as of January 1, 2025, 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 "B" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 4. That in accordance with Chapter 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 Chapter 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. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 7. 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 8. This Ordinance shall take effect immediately upon passage.

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. 24-027 was duly advertised by title only in the St. Lucie News Tribune on July 21st, 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 August 4th, 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)

EXHIBIT "A"
FORT PIERCE UTILITIES ANNEXATION AGREEMENT (page 1 of 2)

RETURN TO: BOX 25
This instrument prepared by:

Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, FL 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):

2432-414-0005-0009

ANNEXATION AGREEMENT
INDIVIDUAL

To: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

4351 S. 25 ST.
Location Address

Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

See attached

THE ABOVE-DESCRIBED PROPERTY IS (~~NOT~~) THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, THE

GRANTOR(S) RESIDE(S) AT _____

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set MY hand(s) and seal this 10 day of JULY, 2002.

Signed, sealed and delivered in our presence as witnesses:

Julie Sizemore
Witness Signature
Julie Sizemore
Printed Witness Signature

Mary Thomas
Witness Signature
Mary Thomas
Printed Witness Signature

STATE OF Florida

COUNTY OF St. Lucie

Jose Torres
Signature
JOSE TORRES
Printed Signature
4351 S 25 ST
Address
FORT PIERCE, FL
City, State, Zip

Rosemary Torres
Signature
ROSEMARY TORRES
Printed Signature
4351 S 25 ST
Address
FORT PIERCE, FL
City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JOSE TORRES AND ROSEMARY TORRES, HUSBAND AND WIFE known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form(s) identification of the above-named person(s): [Personally Known to me] and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Mary E. Thomas
Commission # DD038807
Expires July 28, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Witness my hand and official Seal in the County and State last

Aforesaid this 10 day of July A.D. 2002.

Mary Thomas
Notary Signature
Mary Thomas
Notary Printed Signature

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE NUMBER: 2070055 OR BOOK 1557 PAGE 1240
Recorded=07/24/2002 11:10:

EXHIBIT "A"
FORT PIERCE UTILITIES ANNEXATION AGREEMENT (page 2 of 2)

CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL

Schedule A

The North 150 feet of the South 450 feet of the SE 1/4 of the NE 1/4 of the SE 1/4 of Section 32, Township 35 South, Range 40 East, less the East 40 feet for road right of way.

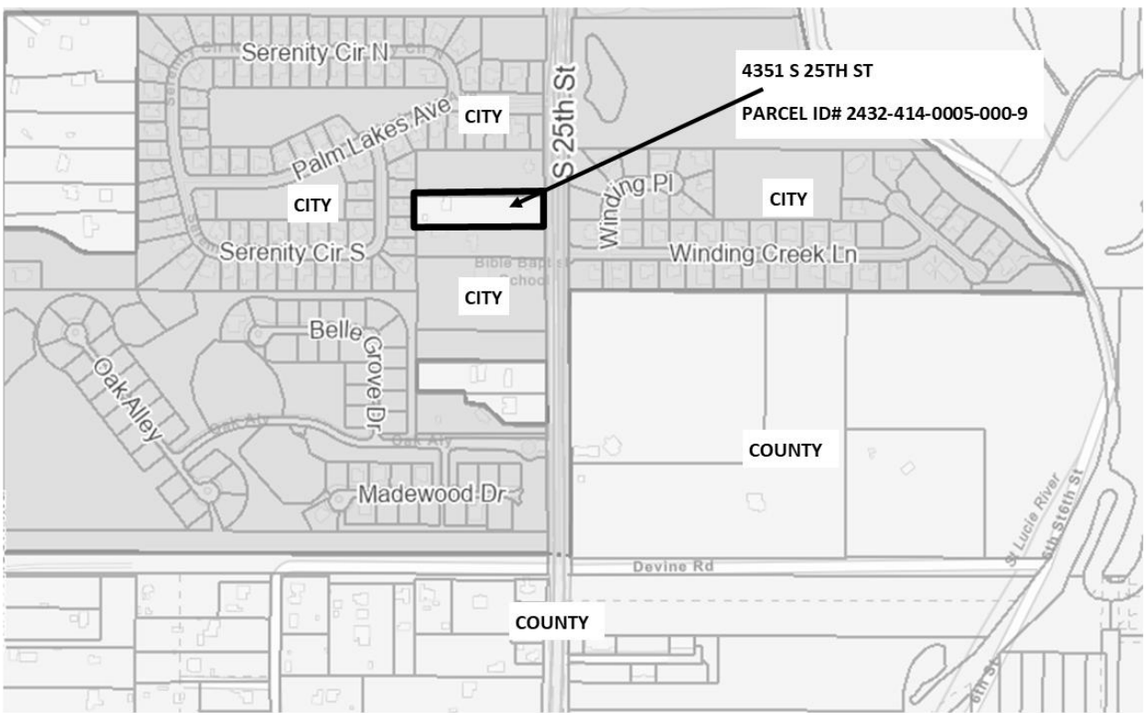
LESS AND EXCEPT THE FOLLOWING:

A strip of land lying in the SE 1/4 of the NE 1/4 of the SE 1/4 of Section 32, Township 35 South, Range 40 East and being more particularly described as follows:

Commence at the SE corner of said Section 32; thence S89°53'19"W, along the South line of said Section 32, a distance of 40.00 feet to the intersection of said South line and the West right of way line of South 25th Street; thence N00°03'12"W, along said West right of way line and parallel with the East line of said Section 32, a distance of 1620.69 feet to the South line of the North 150.00 feet of the South 450.00 feet of said SE 1/4 of the NE 1/4 of the SE 1/4 and the Point of Beginning; thence continue N00°03'12"W, along said West right of way line and parallel with said East line of Section 32, a distance of 150.00 feet to the North line of the South 450.00 feet of the SE 1/4 of the NE 1/4 of said SE 1/4; thence S89°58'48"W, along said North line, a distance of 17.77 feet; thence S00°39'35"E, a distance of 150.01 feet to said South line of the North 150.00 feet of the South 450.00 feet of the SE 1/4 of the NE 1/4 of the SE 1/4; thence N89°58'48"E, along said South line, a distance of 16.18 feet to the Point of Beginning.

OR BOOK 1557 PAGE 1241

EXHIBIT "B"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



LEGAL DESCRIPTION

32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)

RETURN TO: BOX 25
This instrument prepared by:

Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, FL 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):

2432-414-0005-0009

ANNEXATION AGREEMENT
INDIVIDUAL

Mark 10 SP

TO: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

4351 S. 25 ST.
Location Address

Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

See attached

THE ABOVE-DESCRIBED PROPERTY IS (~~NOT~~) THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, THE GRANTOR(S) RESIDE(S) AT _____

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set MY hand(s) and seal this 10 day of JULY, 2002.

Signed, sealed and delivered in our presence as witnesses:

Julie Sizemore
Witness Signature
Julie Sizemore
Printed Witness Signature

Mary Thomas
Witness Signature
Mary Thomas
Printed Witness Signature

STATE OF Florida

COUNTY OF St. Lucie

Signature
JOSE TORRES
Printed Signature
4351 S 25 ST
Address
FORT PIERCE, FL
City, State, Zip

Signature
ROSEMARY TORRES
Printed Signature
4351 S 25 ST
Address
FORT PIERCE, FL
City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JOSE TORRES AND ROSEMARY TORRES, HUSBAND AND WIFE known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that _____ executed the same, that I relied upon the following form(s) identification of the above-named person(s): (Personally Known to me) and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Mary E. Thomas
Commission # DD128627
Expires July 28, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Witness my hand and official Seal in the County and State last Aforesaid this 10 day of July A.D. 2002.

Mary Thomas
Notary Signature
Mary Thomas
Notary Printed Signature

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2070055 OR BOOK 1557 PAGE 1240
Recorded:07/24/02 11:30

CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL

Schedule A

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LESS AND EXCEPT THE FOLLOWING:

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BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

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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.

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.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Legislative Hearing - Ordinance 24-027 - City Initiated Annexation 4351 S 25th Street

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37 of the Code of Ordinances of the City of Fort Pierce and Chapter 171 of Florida State Statutes.

NOTICE BY NEWSPAPER: July 21st, 2024, **and,** August 4th, 2024.

NOTICE BY MAIL: July 2nd, 2024

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE:



DATE: July 7th, 2024

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Voluntary Annexation (City-FPUA) at 4351 S 25th Street

CAO RLS FILE: RLS 24-216

DATE: June 7, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance, mostly to make this Ordinance consistent in template to recent annexation ordinances. Please incorporate these changes into your template. The Ordinance has been uploaded in a Track Changes Version and a Clean Copy Version, with the suggested changes included. The Clean Copy Version is approved as to form and correctness. You will need to include the information in the blanks prior to presentation to the City Commission.

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. h.**

Meeting Date: 08/05/2024

Re: Legislative Hearing - Ordinance 24-028 - City Initiated Annexation 4560 S 25th Street

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Legislative Hearing - Ordinance 24-028 - City Initiated Annexation of one (1) parcel owned by Italian Castle Of The Treasure Coast LLC located at or near 4560 S 25th Street. Parcel ID#:2433-333-0001-000-6 - FIRST READING

SUMMARY:

This parcel is subject to a utility agreement with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at the time that it becomes contiguous with the City limits.

The annexation agreements bind subsequent heirs, successors or assigns, to annex into the City limits once the condition to annex has been met. That condition has recently been met.

The Current Zoning and Future Land Use of the property will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommends APPROVAL of the City Initiated Annexation.

ALTERNATIVES:

1. Modified Approval.

or

2. Disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

City Attorney
Planning Board

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

OTHER INFORMATION:

Additional Property Tax

Attachments

Staff Presentation
Draft Ordinance
FPUA Agreement
Business Impact
Public Notification Certification
RLS

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/06/2024 12:07 PM
City Manager	Nick Mimms	07/22/2024 09:44 AM

Form Started By: Kev Freeman
Started On: 07/05/2024 10:05 AM
Final Approval Date: 07/22/2024

CITY OF FORT PIERCE

CITY COMMISSION

AUGUST 5th ,2024

CITY INITIATED ANNEXATIONS

1

SUMMARY

Seven (7) properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority.

The agreement provides for the annexation of the subject property at the time that the subject property becomes contiguous with the City limit.

The annexation agreements bind subsequent heirs, successors, or assigns to annex voluntarily into the City limits once the condition to annex has been met. That condition has recently been met for these lots or will subsequently be met because of the proposed sequence of processing of the annexations.

2

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

3

SUMMARY

The Current Zoning and Future Land Use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County.

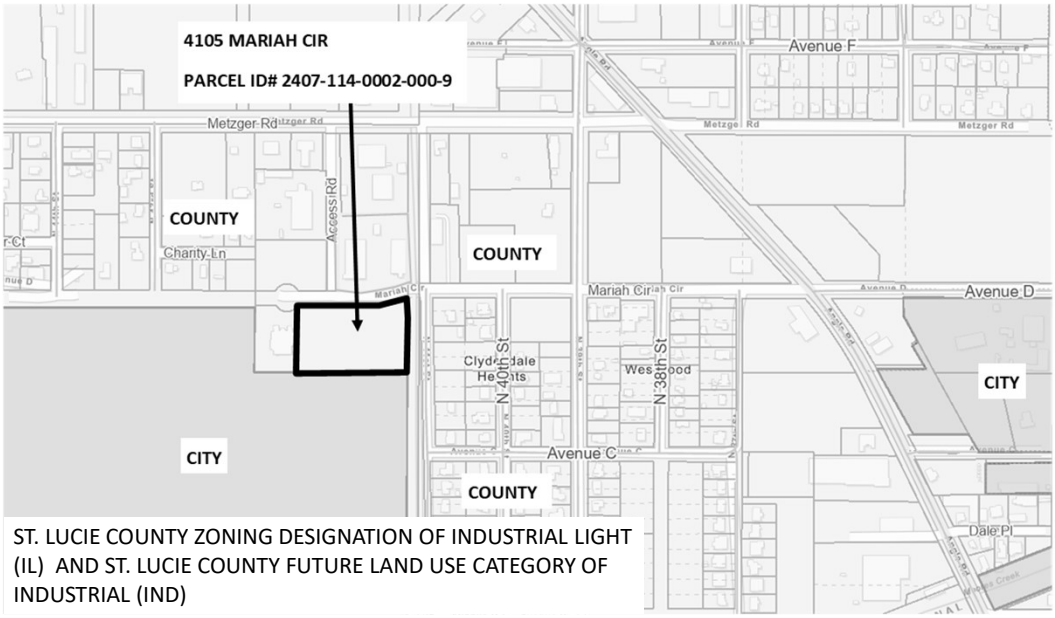
The annexations will be processed through seven (7) ordinances being dealt with in a sequence to meet with State Statute requirement for contiguity.

CITY INITIATED ANNEXATIONS

4

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
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6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
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5



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

6

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4105 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

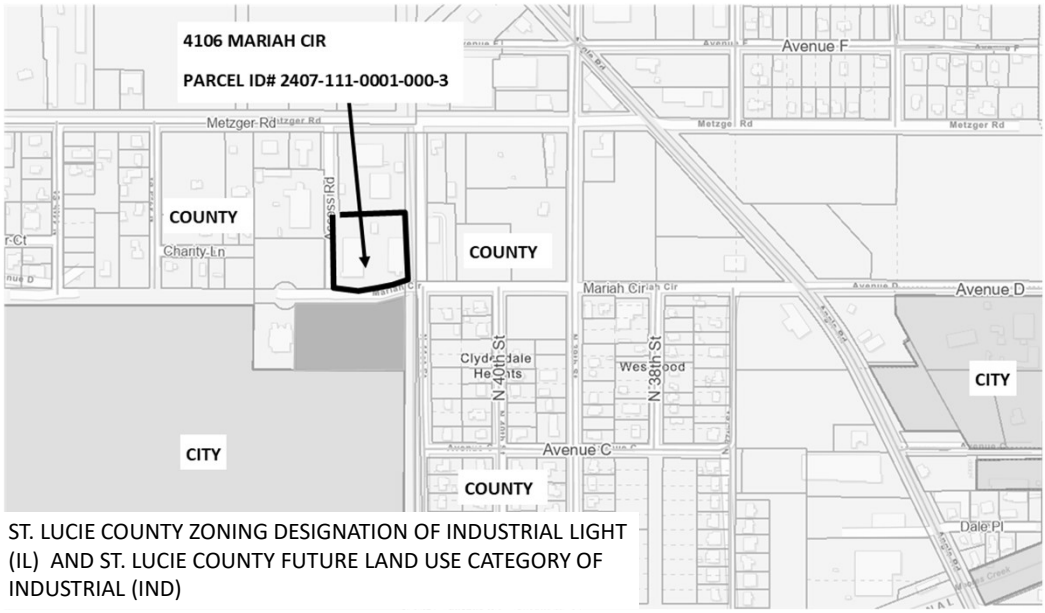
1. Recommend Modified Approval.
or
2. Recommend Disapproval.

CITY INITIATED ANNEXATIONS

7

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
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8



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

RECOMMENDATION

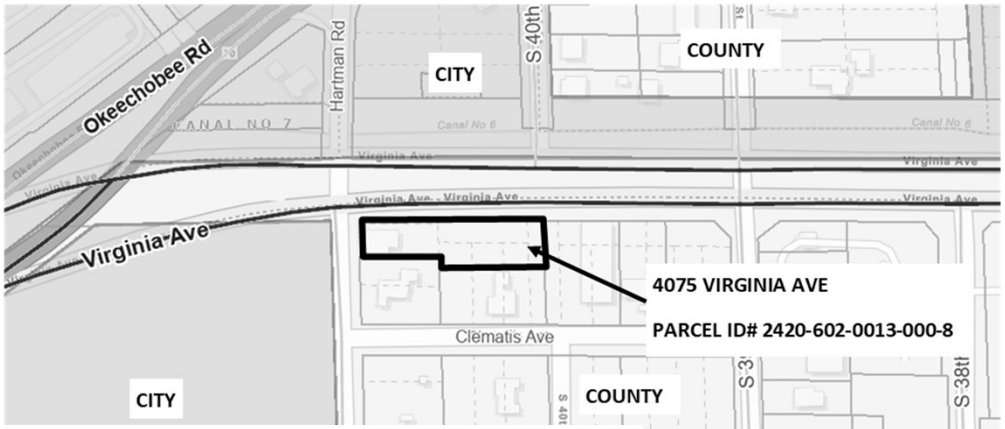
Staff recommend APPROVAL for the proposed ANNEXATION of 4106 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
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2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
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4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

11



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

CITY INITIATED ANNEXATIONS

12

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4075 VIRGINIA.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

or

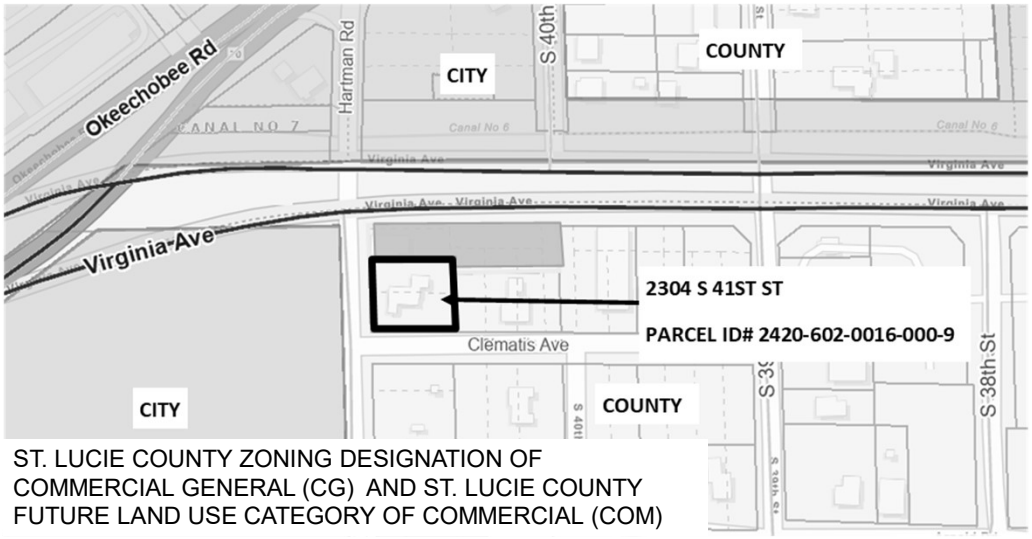
2. Disapproval.

CITY INITIATED ANNEXATIONS

13

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
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5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

14



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

15

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 2304 S 41st.

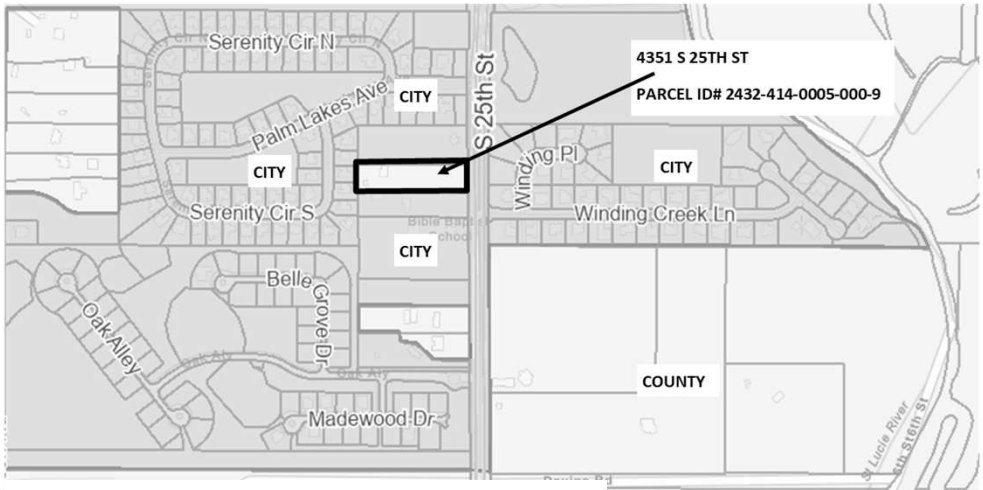
ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

16

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
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4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

17



ST. LUCIE COUNTY ZONING DESIGNATION OF AGRICULTURAL-1 (AR-1) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF RESIDENTIAL SUBURBAN (RS)

CITY INITIATED ANNEXATIONS

18

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4351 S 25th.

ALTERNATIVE RECOMMENDATION

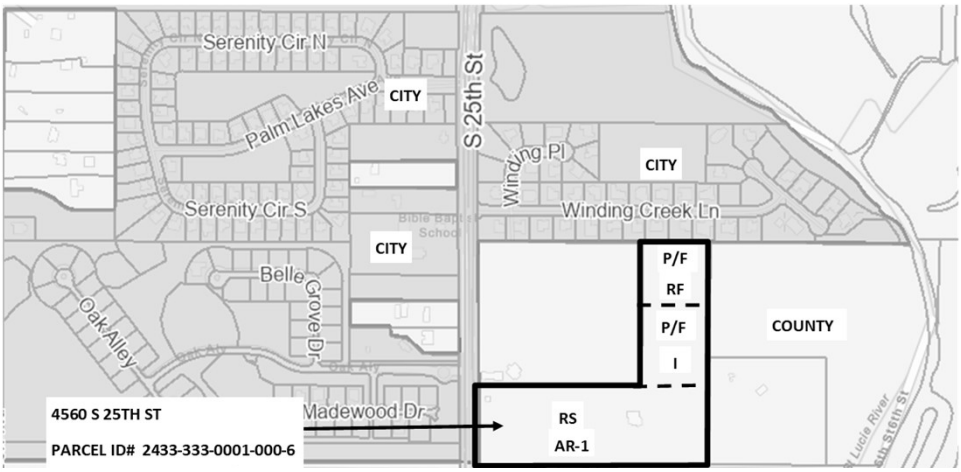
1. Modified Approval.
or
2. Disapproval.

CITY INITIATED ANNEXATIONS

19

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
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3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
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20



ST. LUCIE COUNTY ZONING DESIGNATIONS OF AGRICULTURAL-1 (AR-1) AND RELIGIOUS FACILITIES (RF) AND INSTITUTIONAL (I) AND THE ST. LUCIE COUNTY FUTURE LAND USE CATEGORIES OF PUBLIC FACILITIES (P/F) AND RESIDENTIAL SUBURBAN (RS)

21

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4560 S 25th ST.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

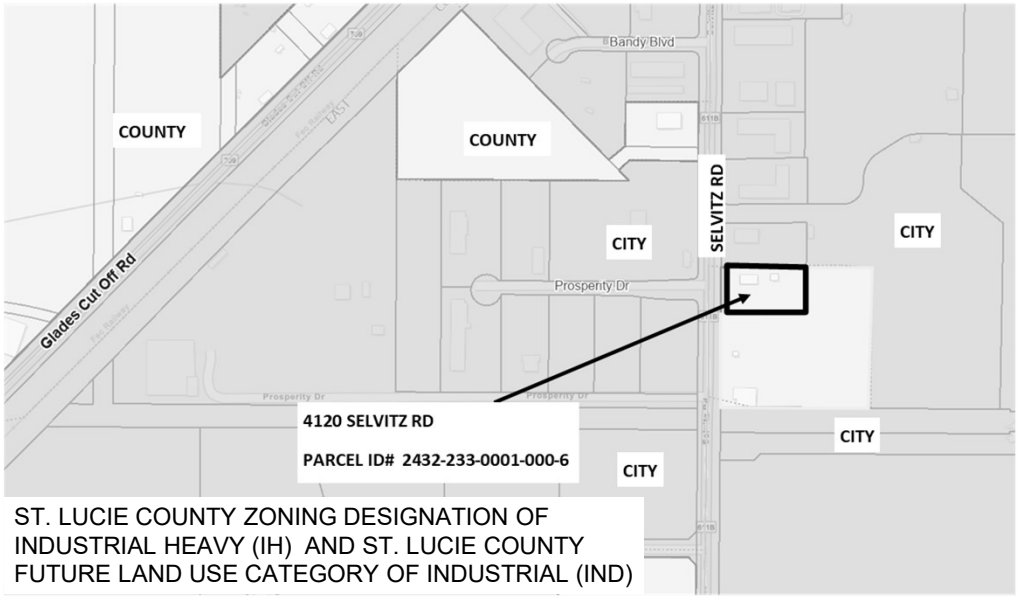
or

2. Disapproval.

22

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
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5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

23



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL HEAVY (IH) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

24

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4120 SELVITZ RD.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.



ORDINANCE NO. 24-028

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4560 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATIONS OF AGRICULTURAL-1 (AR-1) AND RELIGIOUS FACILITIES (RF) AND INSTITUTIONAL (I) AND THE ST. LUCIE COUNTY FUTURE LAND USE CATEGORIES OF PUBLIC FACILITIES (P/F) AND RESIDENTIAL SUBURBAN (RS); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have entered an Annexation Agreement **Exhibit "A**" with the Fort Pierce Utilities Authority which grants in consideration of water service and/or sewer service to the subject property that such agreement is considered as a voluntary application for annexation into the City of Fort Pierce; and

WHEREAS, the Annexation Agreement bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the estimated population of the annexation is 0; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 13th, 2024, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on July 2nd, 2024, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 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 July 8th, 2024, no fewer than ten (10) days prior to publishing or posting the ordinance notice.

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted, together with legal description on **Exhibit "B,"** attached hereto and incorporated herein; and annexed into the City:

Parcel ID# 2433-333-0001-000-6

LEGAL DESCRIPTION:
33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)

Containing 20.06 acres, more or less

Said property containing approximately 20.06 acres and being generally located at 4560 South 25th Street, Fort Pierce, FL 34981.

SECTION 2. The subject property shall retain the existing St. Lucie County Zoning designations of Agricultural-1 (AG-1), and Institutional (I), and Religious Facilities (R/F), and the existing St. Lucie County Future Land Use categories of Residential Suburban (RS), and Public Facilities (P/F).

SECTION 3. 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 "B" hereof as of January 1, 2025, 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 "B" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 4. That in accordance with Chapter 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 Chapter 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. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 7. 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 8. This Ordinance shall take effect immediately upon passage.

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. 24-028 was duly advertised by title only in the St. Lucie News Tribune on July 21st, 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 August 4th, 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.

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.

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)

EXHIBIT "A"
FORT PIERCE UTILITIES ANNEXATION AGREEMENT

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2513801 OR BOOK 2108 PAGE 2236, Recorded 12/07/2004 at 02:04 PM

RETURN TO: BOX 25

This instrument prepared by

Julie Sizemore
Fort Pierce Utilities Authority
P.O. Box 3191, Fort Pierce, Florida 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):

2433333000100

ANNEXATION AGREEMENT
INDIVIDUAL

To: Customer Service
Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, FL 34948-3191

4560 S. 25 ST
Location Address

4560 S. 25 ST
Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE NORTH 600 FEET AND LESS THE WEST 40 FEET AND LESS THE SOUTH 78 FEET OF SECTION 33, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA

The above-described property is the homestead of the Grantor(s). If not the homestead, the

Grantor(s) Reside(s) at 6173 NW DUKE CIR PT ST LUCIE, FL 34983

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, We hereunto set Our hand(s) and seal this 19th day of October, 2004.

Signed, sealed and delivered in our presence as witnesses:

Julie Sizemore
Witness Signature

JULIE SIZEMORE
Printed Witness Signature

Thelma Tipton
Witness Signature

THELMA TIPTON
Printed Witness Signature

STATE OF Florida

COUNTY OF St. Lucie

John Owens
Signature

JOHN OWENS
Printed Signature

6173 NW DUKE CIR.
Address

PORT ST LUCIE, FL 34983
City, State, Zip

Shelly Owens
Signature

SHELLY OWENS
Printed Signature

6173 NW DUKE CIR
Address

PORT ST LUCIE, FL 34983
City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JOHN OWENS & SHELLY OWENS, HIS WIFE

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that They executed the same, that I relied upon the following form(s) identification of the above-named person(s): Personally known to me

FL. D.L.

and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Thelma Green Tipton
My Commission DD217666
Expires August 12, 2007

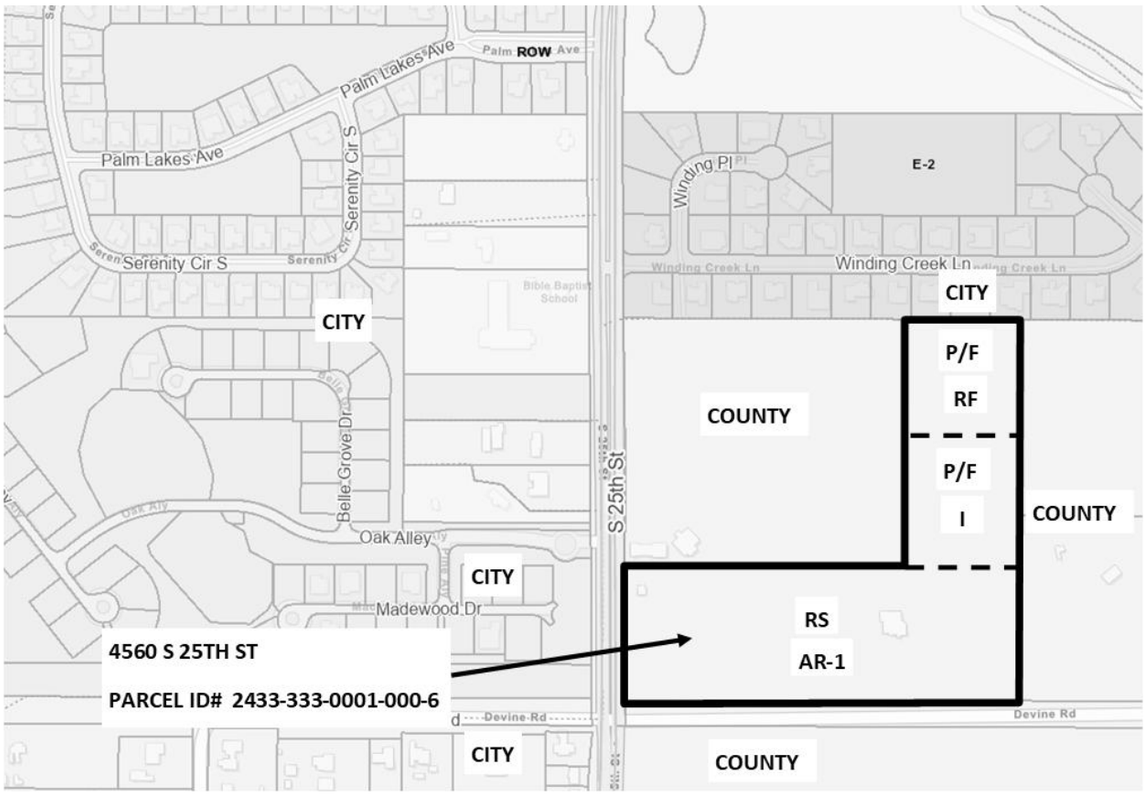
Witness my hand and official Seal in the County and State last

Aforesaid this 19 day of Oct A.D. 2004

Thelma Green Tipton
Notary Signature

Thelma Tipton
Notary Printed Signature

EXHIBIT "B"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



LEGAL DESCRIPTION

33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2513801 OR BOOK 2108 PAGE 2236, Recorded 12/07/2004 at 02:04 PM

RETURN TO: BOX 25 This instrument prepared by Julie Sizemore Fort Pierce Utilities Authority P.O. Box 3191, Fort Pierce, Florida 34948-3191 Property Appraisers Parcel Identification (Folio) Number(s): 243333300010006	ANNEXATION AGREEMENT INDIVIDUAL
To: Customer Service Fort Pierce Utilities Authority P.O. Box 3191 Fort Pierce, FL 34948-3191	4560 S. 25 ST Location Address 4560 S. 25 ST Mailing Address (if different from location address)

Record 10.05

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE NORTH 800 FEET AND LESS THE WEST 40 FEET AND LESS THE SOUTH 78 FEET OF SECTION 33, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA

The above-described property is the homestead of the Grantor(s). If not the homestead, the

Grantor(s) Reside(s) at 6173 NW DUKE CIR-PT ST LUCIE, FL 34983.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

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Signed, sealed and delivered in our presence as witnesses:

Julie Sizemore
Witness Signature

JULIE SIZEMORE
Printed Witness Signature

Thelma Tipton
Witness Signature

THELMA TIPTON
Printed Witness Signature

STATE OF Florida

COUNTY OF St. Lucie

John Owen
Signature

JOHN OWENS
Printed Signature

6173 NW DUKE CIR.
Address

PORT ST LUCIE, FL 34983
City, State, Zip

Shelly Owen
Signature

SHELLY OWENS
Printed Signature

6173 NW DUKE CIR.
Address

PORT ST LUCIE, FL 34983
City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JOHN OWENS & SHELLY OWENS, HIS WIFE known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that They executed the same, that I relied upon the following form(s) identification of the above-named person(s): (Personally known to me) FL. Dr. Lic. and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Thelma Green Tipton
My Commission DD217966
Expires August 12, 2007

Witness my hand and official Seal in the County and State last

Aforesaid this 19 day of Oct A.D. 2004

Thelma Green Tipton
Notary Signature

Thelma Tipton
Notary Printed Signature

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.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Legislative Hearing - Ordinance 24-028 - City Initiated Annexation 4560 S 25th Street

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37 of the Code of Ordinances of the City of Fort Pierce and Chapter 171 of Florida State Statutes.

NOTICE BY NEWSPAPER: July 21st, 2024, **and,** August 4th, 2024.

NOTICE BY MAIL: July 2nd, 2024

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE:



DATE: July 7th, 2024

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Voluntary Annexation (City-FPUA) at 4560 S 25th Street

CAO RLS FILE: RLS 24-217

DATE: June 7, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance, mostly to make this Ordinance consistent in template to recent annexation ordinances. Please incorporate these changes into your template. The Ordinance has been uploaded in a Track Changes Version and a Clean Copy Version, with the suggested changes included. The Clean Copy Version is approved as to form and correctness. You will need to include the information in the blanks prior to presentation to the City Commission.

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. i.**

Meeting Date: 08/05/2024

Re: Legislative Hearing - Ordinance 24-029 - City Initiated Annexation 4120 Selvitz

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 24-029 - City Initiated Annexation of one (1) parcel owned by Accurate Septic Holdings LLC located at or near 4120 Selvitz. Parcel ID#:2432-233-0001-000-6 - FIRST READING

SUMMARY:

This parcel is subject to a utility agreement with the City of Fort Pierce, and Fort Pierce Utility Authority. The agreement provides for the annexation of the subject property at the time that it becomes contiguous with the City limits.

The annexation agreements bind subsequent heirs, successors or assigns, to annex into the City limits once the condition to annex has been met. That condition has recently been met.

The Current Zoning and Future Land Use of the property will not be amended at this time and will remain as designated/categorized by St. Lucie County.

RECOMMENDATION:

Staff recommends APPROVAL of the City Initiated Annexation.

ALTERNATIVES:

1. Modified Approval.

or

2. Disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

City Attorney
Planning Board

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

OTHER INFORMATION:

Additional Property Tax

Attachments

Staff Presentation
Draft Ordinance
FPUA Agreement
Business Impact
Public Notification Certification
RLS

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/06/2024 12:08 PM
City Manager	Nick Mimms	07/22/2024 09:44 AM

Form Started By: Kev Freeman
Started On: 07/05/2024 10:06 AM
Final Approval Date: 07/22/2024

CITY OF FORT PIERCE

CITY COMMISSION

AUGUST 5th ,2024

CITY INITIATED ANNEXATIONS

1

SUMMARY

Seven (7) properties are subject to existing utility agreements with the City of Fort Pierce, and Fort Pierce Utility Authority.

The agreement provides for the annexation of the subject property at the time that the subject property becomes contiguous with the City limit.

The annexation agreements bind subsequent heirs, successors, or assigns to annex voluntarily into the City limits once the condition to annex has been met. That condition has recently been met for these lots or will subsequently be met because of the proposed sequence of processing of the annexations.

2

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

3

SUMMARY

The Current Zoning and Future Land Use of the properties will not be amended at this time and will remain as designated/categorized by St. Lucie County.

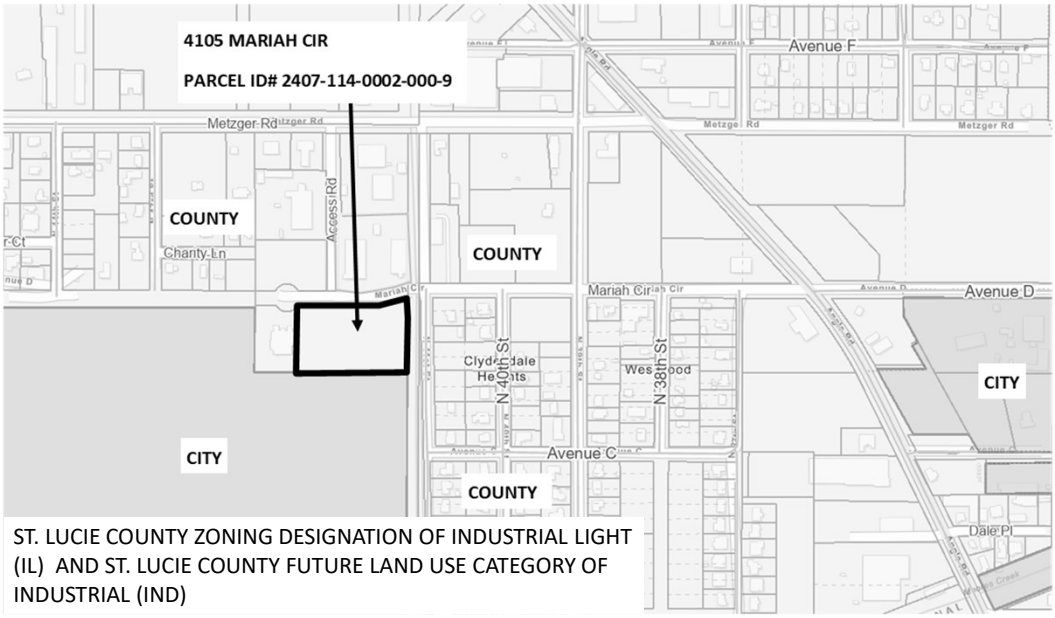
The annexations will be processed through seven (7) ordinances being dealt with in a sequence to meet with State Statute requirement for contiguity.

CITY INITIATED ANNEXATIONS

4

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
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6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
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5



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

6

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4105 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

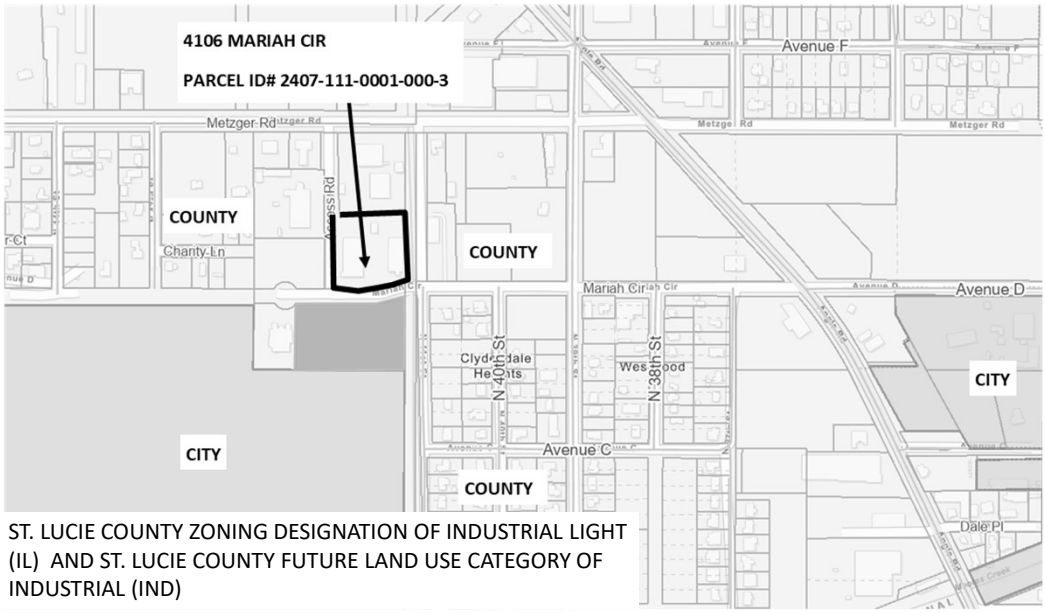
1. Recommend Modified Approval.
or
2. Recommend Disapproval.

CITY INITIATED ANNEXATIONS

7

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
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8



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL LIGHT (IL) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

RECOMMENDATION

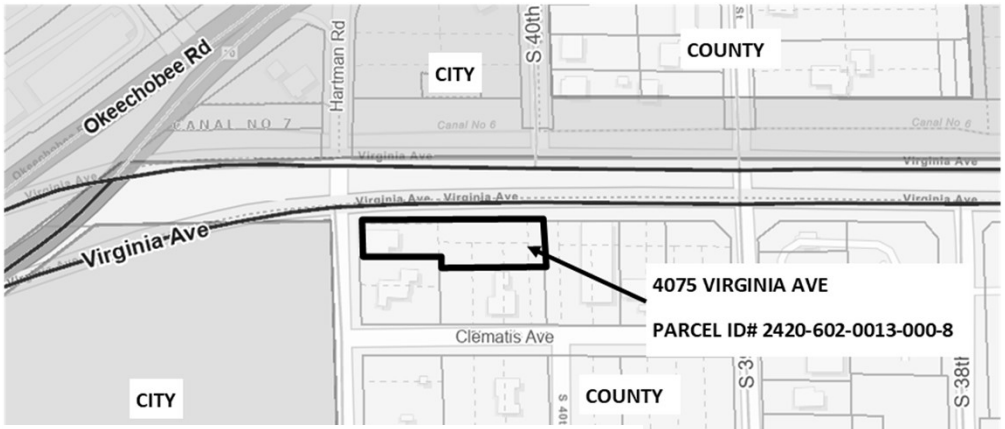
Staff recommend APPROVAL for the proposed ANNEXATION of 4106 MARIAH CIR.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
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5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

11



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

CITY INITIATED ANNEXATIONS

12

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4075 VIRGINIA.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

or

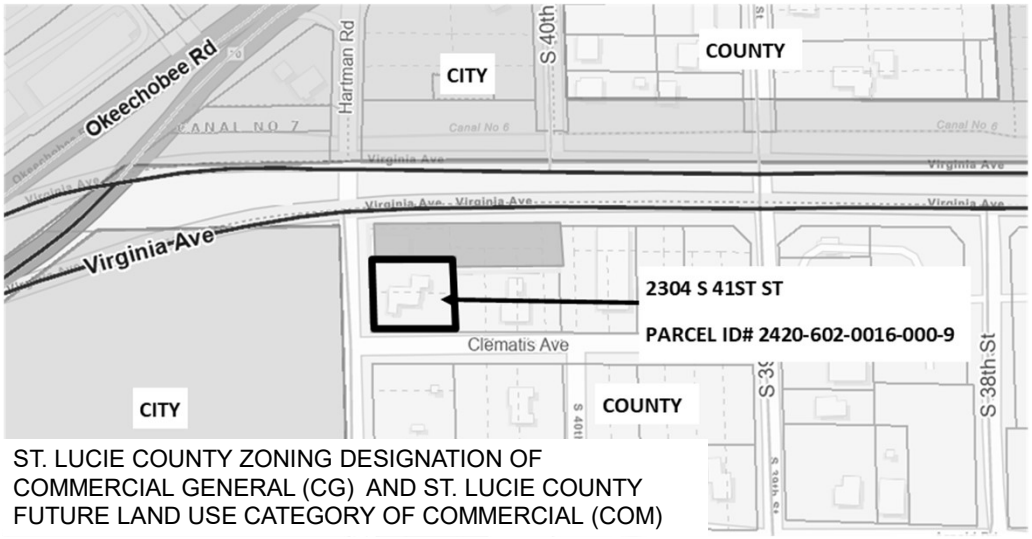
2. Disapproval.

CITY INITIATED ANNEXATIONS

13

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
3	24-025	4075 Virginia Ave	Unity Three Office Bldg LLC	2420-602-0013-000-8	0.47	COM	CG	PINEHURST S/D BLK 2 S 6.5 FT OF LOT 2, ALL LOT 3 AND S 40.93 FT OF LOT 9 AND THAT PART OF LOTS 6, 7 AND 8 MPDAF: BEG NW COR LOT 6, RUN E ALG N LI LOTS 6, 7 AND 8 TO NE COR LOT 8, TH S 33.2 FT, TH W TO A PT ON W LI OF LOT 6, 38.11 FT S OF NW COR OF LOT 6, TH N 38.11 FT TO POB AND W 1/2 VAC S 40 ST ADJ ON E AS IN OR 294-1872 AND OR 468-369 (0.47 AC) LESS FOR SR 70 AS IN OR 787-57. (OR 3034-556)
4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
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14



ST. LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL (CG) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF COMMERCIAL (COM)

15

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 2304 S 41st.

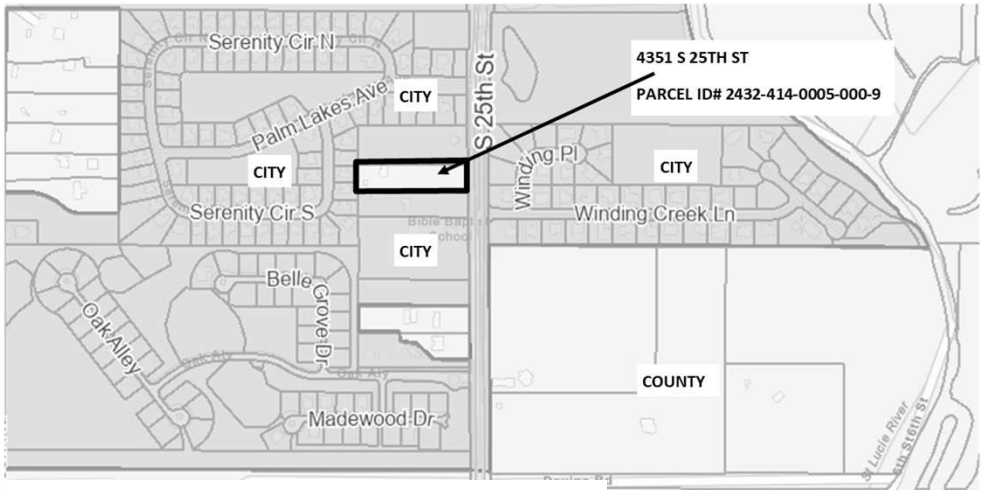
ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.

16

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
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4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
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17



ST. LUCIE COUNTY ZONING DESIGNATION OF AGRICULTURAL-1 (AR-1) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF RESIDENTIAL SUBURBAN (RS)

CITY INITIATED ANNEXATIONS

18

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4351 S 25th.

ALTERNATIVE RECOMMENDATION

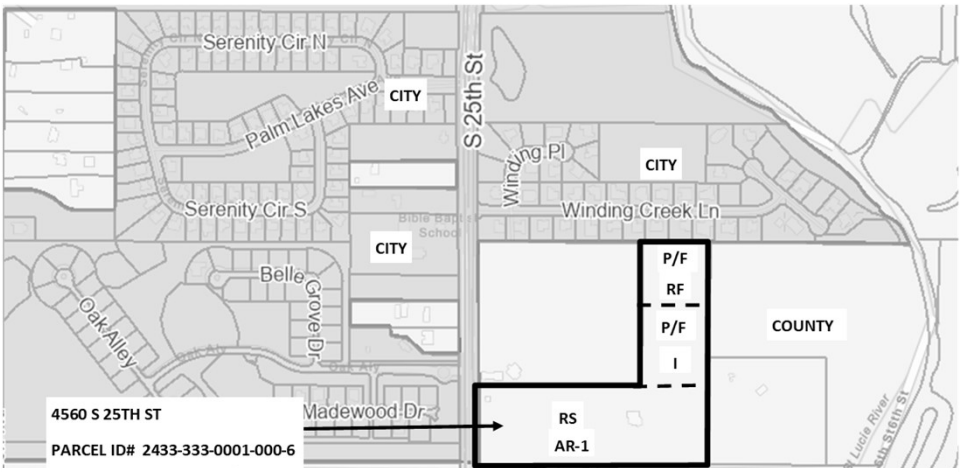
1. Modified Approval.
or
2. Disapproval.

CITY INITIATED ANNEXATIONS

19

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
2	24-024	4106 Mariah Cir	Lawn Chair Properties LLC	2407-111-0001-000-3	1.99	IND	IL	7 35 40 E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4-LESS N 355 FT AND LESS E 45 FT CANAL R/W AND LESS AVENUE D R/W- (1.99 AC) (OR 4006-2199)
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4	24-026	2304 S 41st Street	Unity Three Office Bldg LLC	2420-602-0016-000-9	0.3	COM	CG	PINEHURST S/D BLK 2 LOTS 4 AND 5 (0.30 AC) (OR 3674-2933)
5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
6	24-028	4560 S 25th Street	Italian Castle Of The Treasure Coast LLC	2433-333-0001-000-6	20.06	RS & P/F	RF & I & AR-1	33 35 40 SW 1/4 OF SW 1/4 LESS THE S 78 FT AND ALSO LESS THE W 40 FT AND ALSO LESS THE N 800 FT AND ALSO LESS THAT PART FOR ADDN RD R/W MPDAF: FROM SW COR OF SEC RUN N 89 54 00 E ALG S SEC LI 40 FT,TH N 00 14 50 W 0.03 FT,TH N 00 02 57 E 77.97 FRT TO POB,TH CONT N 00 02 57 W 442.78 FT,TH N 89 42 06 EF 30.33 FT,TH S 00 07 38 E 283.99 FT TO N R/W LI OF CANAL NO. 102,TH S 89 54 00 W 32.28 FT TO POB AS IN OR 1194-2358. TOG WITH THE E 381.10 FT OF N 800 FT OF SW 1/4 OF SW 1/4 WITHIN THE SAME SECTION (20.06 AC / 873,814 SF) (OR 4123-1821 / 4400-1083)
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20



ST. LUCIE COUNTY ZONING DESIGNATIONS OF AGRICULTURAL-1 (AR-1) AND RELIGIOUS FACILITIES (RF) AND INSTITUTIONAL (I) AND THE ST. LUCIE COUNTY FUTURE LAND USE CATEGORIES OF PUBLIC FACILITIES (P/F) AND RESIDENTIAL SUBURBAN (RS)

21

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4560 S 25th ST.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.

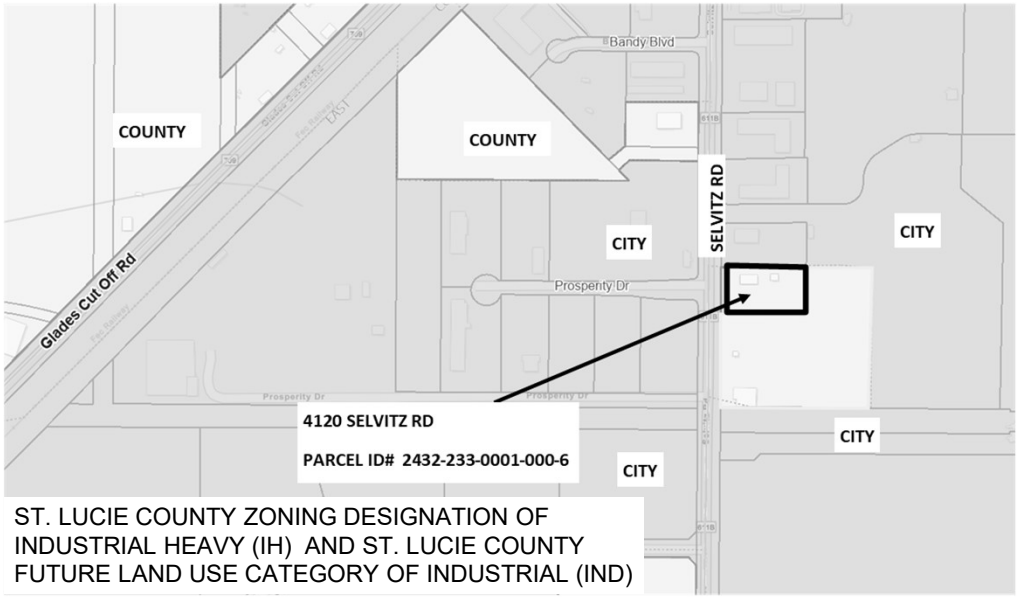
or

2. Disapproval.

22

SEQ	ORD #	SITE ADDRESS	OWNER	PARCEL ID	AREA (Ac)	FLU	ZONING	LEGAL
1	24-023	4105 Mariah Cir	KG Concrete & Development LLC	2407-114-0002-000-9	2.8	IND	IL	07 35 40 N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4-LESS E 45 FT AND LESS W 175 FT AND LESS AV D R/W- (2.80 AC)
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5	24-027	4351 S 25th Street	Jose & Rosemary Torres	2432-414-0005-000-9	2.07	RS	AR-1	32 35 40 N 150 FT OF S 450 FT OF SE 1/4 OF NE 1/4 OF SE 1/4-LESS E 40 FT FOR RD R/W AND LESS TO SLCAS IN OR 619-133- (2.07 AC) (OR 1549-1320)
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7	24-029	4120 Selvitz	Accurate Septic Holdings LLC	2432-233-0001-000-6	1.68	IND	IH	32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

23



ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL HEAVY (IH) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND)

CITY INITIATED ANNEXATIONS

24

RECOMMENDATION

Staff recommend APPROVAL for the proposed ANNEXATION of 4120 SELVITZ RD.

ALTERNATIVE RECOMMENDATION

1. Modified Approval.
or
2. Disapproval.



ORDINANCE NO. 24-029

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) LOT AT 4120 SELVITZ RD IN FORT PIERCE, FLORIDA; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; MAINTAINING THE ST. LUCIE COUNTY ZONING DESIGNATION OF INDUSTRIAL HEAVY (IH) AND ST. LUCIE COUNTY FUTURE LAND USE CATEGORY OF INDUSTRIAL (IND); DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have entered an Annexation Agreement **Exhibit "A"** with the Fort Pierce Utilities Authority which grants in consideration of water service and/or sewer service to the subject property that such agreement is considered as a voluntary application for annexation into the City of Fort Pierce; and

WHEREAS, the Annexation Agreement bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regard to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the estimated population of the annexation is 0; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 13th, 2024, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on July 2nd, 2024, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 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 July 8th, 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, together with legal description on **Exhibit "B,"** attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2432-233-0001-000-6

LEGAL DESCRIPTION:
32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

Containing 1.68 acres, more or less.

Said property containing 1.68 acres and being generally located at 4120 Selvitz RD, Fort Pierce, FL 34981.

SECTION 2. The subject property shall retain the existing St. Lucie County Zoning designation of Industrial Heavy (IH) and the existing St. Lucie County Future Land Use category of Industrial (IND).

SECTION 3. 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 "B" hereof as of January 1, 2025, 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 "B" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 4. That in accordance with Chapter 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 Chapter 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. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 7. 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 8. This Ordinance shall take effect immediately upon passage.

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. 24-029 was duly advertised by title only in the St. Lucie News Tribune on July 21st, 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 August 4th, 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)

EXHIBIT "A"
FORT PIERCE UTILITIES ANNEXATION AGREEMENT

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4752673 OR BOOK 4474 PAGE 1002, Recorded 09/11/2020 09:45:19 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX

This instrument prepared by:
R. N. Koblegard, III, Esquire
200 S. Indian River Drive, Suite 201
Fort Pierce, FL 34950

Property Appraiser's Parcel Identification (Folio) Number(s):

2432-233-0001-000-5

ANNEXATION AGREEMENT
LIMITED LIABILITY COMPANY

ACCURATE SEPTIC HOLDINGS, LLC
DAVID WHITESIDE, MANAGER
4120 SELVITZ RD.
FT. PIERCE, FLORIDA 34981

TO: WATER/WASTEWATER ENGINEERING
Fort Pierce Utilities Authority
Post Office Box 3191
Fort Pierce, Florida 34948-3191

4120 Selvitz Road, Ft. Pierce, Florida 34981
Location Address

Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

THE NORTH 330 FEET OF THE SOUTH 663.58 FEET OF THE EAST 363 FEET OF THE WEST 415 FEET OF THE SW ¼ OF THE NW ¼ OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property will/or becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

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 this 12 day of December, 2019.

ACCURATE SEPTIC HOLDINGS, LLC
David Whiteside
GRANTOR

Signed, sealed and delivered in our presence as witnesses:

Witness Signature
Angela Hoss
Printed Witness Signature

Witness Signature
Khadija N Jackson
Printed Witness Signature

David Whiteside, Manager of Accurate Septic Holdings, LLC, with full right and authority to convey real property, Managing Member, LLC (Signature)
David Whiteside
Printed Signature

4120 Selvitz Road, Ft. Pierce, Florida 34981
Address

STATE OF Florida
COUNTY OF Saint Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared David Whiteside known to me to be a managing member of the entity in whose name the foregoing instrument was executed, and that (he)(she) acknowledged executing the same for such entity, freely and voluntarily, under authority duly vested in (him)(her) by said entity, that I relied upon the following form of identification of the above-named person: Driver's Licenses, and that an oath was not taken.

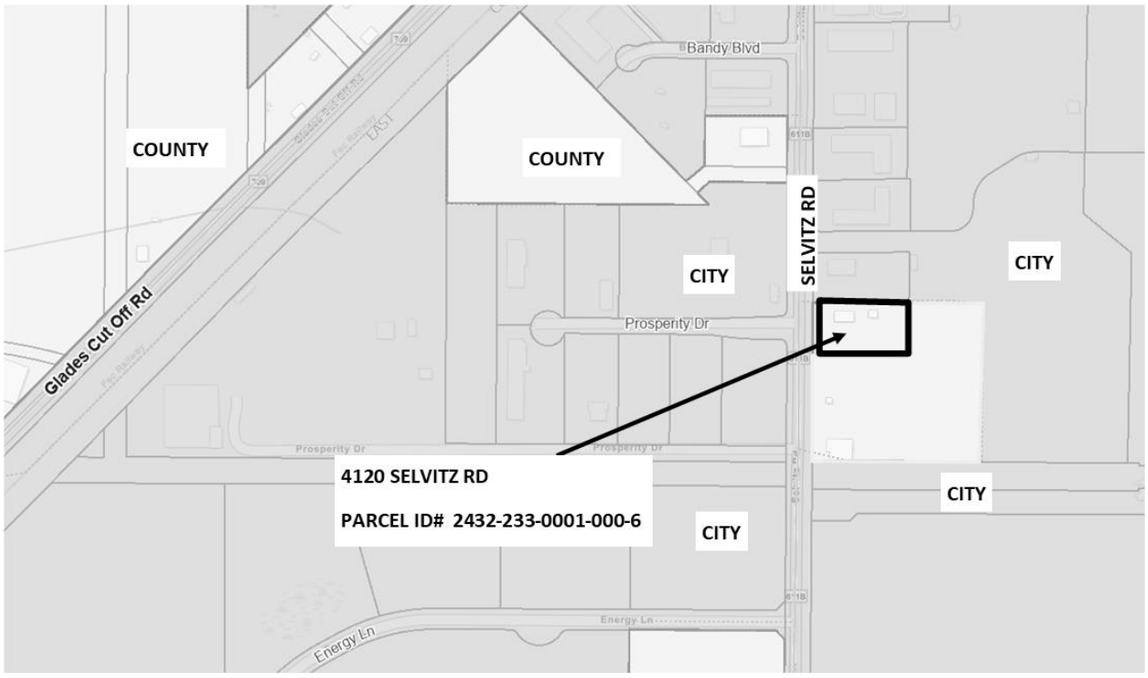
RUBBER STAMP NOTARY SEAL

ANGELA HOSS
Notary Public - State of Florida
Commission # GG 113447
My Comm. Expires Nov 7, 2021
Bonded through National Notary Assn.

Witness my hand and official seal in the County and State last aforesaid this 12 day of December A.D. 2019.

Notary Signature
Angela Hoss
Notary Printed Signature

EXHIBIT "B"
TERRITORIAL LIMITS AND LEGAL DESCRIPTION



LEGAL DESCRIPTION

32 35 40 N 200 FT OF S 653.50 FT OF E 365 FT OF W 415 FT OF SW 1/4 OF NW 1/4 (1.68 AC) (OR 2454-1199)

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4752673 OR BOOK 4474 PAGE 1002, Recorded 09/11/2020 09:45:19 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: R. N. Koblegard, III, Esquire 200 S. Indian River Drive, Suite 201 Fort Pierce, FL 34950 Property Appraisers Parcel Identification (Folio) Number(s): 2432-233-0001-000-6	ANNEXATION AGREEMENT LIMITED LIABILITY COMPANY ACCURATE SEPTIC HOLDINGS, LLC DAVID WHITESIDE, MANAGER 4120 SELVITZ RD. FT. PIERCE, FLORIDA 34981
To: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	4120 SELVITZ ROAD, FT. PIERCE, FLORIDA 34981 Location Address Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

THE NORTH 200 FEET OF THE SOUTH 653.50 FEET OF THE EAST 365 FEET OF THE WEST 415 FEET OF THE SW ¼ OF THE NW ¼ OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my above-described property into the City of Fort Pierce, Florida, together with any real property contiguous to the above described property owned by the undersigned at the time of signing or acquired in the future. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

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 this 12 *day of* December, 2019.

ACCURATE SEPTIC HOLDINGS, LLC

David Whiteside

GRANTOR

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Angela Moss
Witness Signature

Angela Moss
Printed Witness Signature

Khadya W Parson
Witness Signature

Khadya W Parson
Printed Witness Signature

David W A

David Whiteside, Manager of Accurate Septic Holdings, LLC, with full right and authority to convey real property., Managing Member, LLC (Signature)

David Whiteside
Printed Signature

4120 Selvitz Road, Ft. Pierce, Florida 34981
Address

STATE OF Florida
COUNTY OF Saint Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared David Whiteside known to me to be a managing member of the entity in whose name the foregoing instrument was executed, and that (he)(she) acknowledged executing the same for such entity, freely and voluntarily, under authority duly vested in (him)(her) by said entity, that I relied upon the following form of identification of the above-named person: Driver's Licenses, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

ANGELA MOSS
Notary Public - State of Florida
Commission # GG 123447
My Comm. Expires Nov 7, 2021
Bonded through National Notary Assn.

Witness my hand and official Seal in the County and State last aforesaid this 11th day of December A.D. 2019.

Angela Moss
Notary Signature

Angela Moss
Notary Printed Signature

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.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Legislative Hearing - Ordinance 24-029 - City Initiated Annexation 4120 Selvitz

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37 of the Code of Ordinances of the City of Fort Pierce and Chapter 171 of Florida State Statutes.

NOTICE BY NEWSPAPER: July 21st, 2024, **and,** August 4th, 2024.

NOTICE BY MAIL: July 2nd, 2024

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE:



DATE: July 7th, 2024

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Voluntary Annexation (City-FPUA) at 4120 Selvitz RD

CAO RLS FILE: RLS 24-192

DATE: June 7, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance, mostly to make this Ordinance consistent in template to recent annexation ordinances. Please incorporate these changes into your template. The Ordinance has been uploaded in a Track Changes Version and a Clean Copy Version, with the suggested changes included. The Clean Copy Version is approved as to form and correctness. You will need to include the information in the blanks prior to presentation to the City Commission.

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. j.**

Meeting Date: 08/05/2024

Re: Annexation - 3804 Sunrise Blvd

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 24-033 - Voluntary annexation to include one (1) parcel at or near 3804 Sunrise Boulevard, Parcel ID: 2433-123-0001-000-1. FIRST READING

SUMMARY:

The applicant is requesting a voluntary annexation of one (1) parcel at or near 3804 Sunrise Boulevard in Fort Pierce, Florida, Parcel ID: 2433-123-0001-000-1.

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 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.

RECOMMENDATION:

The annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends approval of the proposed annexation along with the Future Land Use Designation of Residential Low-Density (RL) and Zoning Designation of Single Family Low-Density Residential (R-1).

ALTERNATIVES:

- Approval with alternative designations
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 24-033
Staff Presentation
Staff Report
Staff Report Supporting Documents
Application and Supporting Documents
Public Notice Certification
CA Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/26/2024 03:46 PM

Form Started By: Vennis Gilmore
Started On: 07/19/2024 04:53 PM
Final Approval Date: 07/26/2024

ORDINANCE NO. 24-033

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR **3804 SUNRISE BOULEVARD,** 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, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION OF SINGLE-FAMILY LOW DENSITY (R-1); ESTABLISHING THE LAND USE DESIGNATION OF RESIDENTIAL LOW DENSITY (RL); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the estimated population of the annexation is zero (0); and

WHEREAS, the owners 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 the current owner(s) and/or former owners of the property to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their April 8th, 2024, meeting, voted 7 to 0 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on June 18, 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 June 18, 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 annexed into the City:

Parcel ID: 2433-123-0001-000-1

LEGAL DESCRIPTION:
33 35 40 S 546 FT OF NW 1/4 OF NE 1/4 LYG E OF SUNRISE BV (11.34 AC)

Containing 11.34 acres, more or less.

Said property containing approximately 11.34 acres and being generally located at 3804 Sunrise Boulevard, Fort Pierce, FL 34982.

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, 2025, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single-Family Low Density (R-1) and assigned a Future Land Use Designation of Residential Low Density (RL), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this Ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-033 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, July 21st, 2024 and Sunday, July 28th, 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 Monday, August, 5th, 2024; and was duly introduced, read by title only, and passed on second and final reading Monday, August 19th, 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 20th day of August 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



CITY OF FORT PIERCE

CITY COMMISSION

August 5th, 2024

DT Ventures Annexation
3804 Sunrise Blvd
Parcel ID: 2433-123-0001-000-1

APPLICANT

Blaine Bergstresser, P.E.

PROPERTY OWNER(S)

DT Ventures 1 LLC

PARCEL ID #:

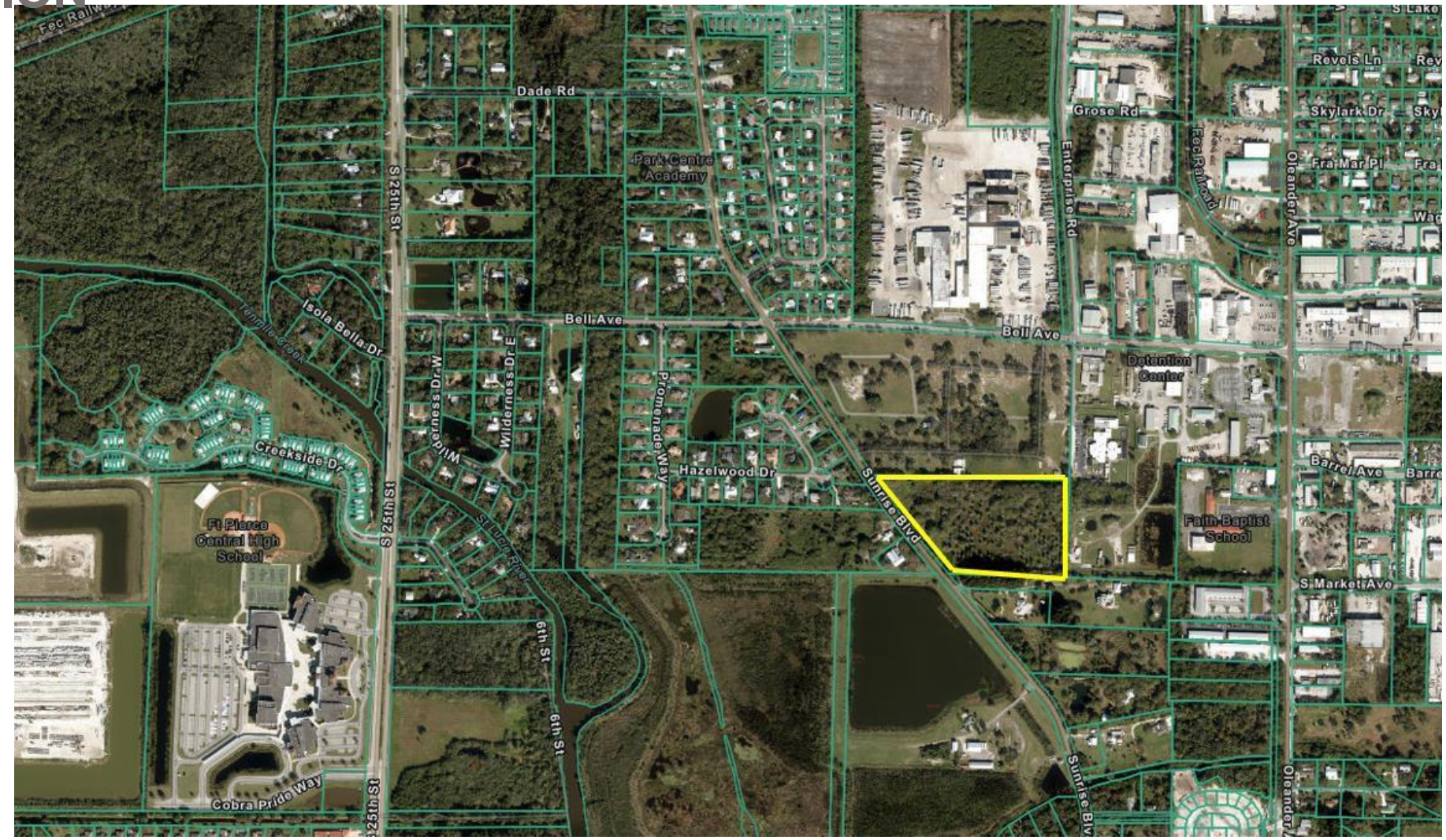
2433-123-0001-000-1

SUMMARY

Request for review of an application for an annexation of one (1) parcel into the city. The subject property have a St. Lucie County Future Land Use RU, Residential Urban, 5 du/ac, and a zoning classification of RS-3, Residential Single- family, 3 units du/ac. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation for the parcel is RL, Residential Low Density, with a Zoning classification of R-1, Single-Family Low Density.

The current taxable value of the property is $0 because of Church Exemption. Should the Application for Annexation be approved, and future development of the vacant land occurs, the property 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.

SITE LOCATION



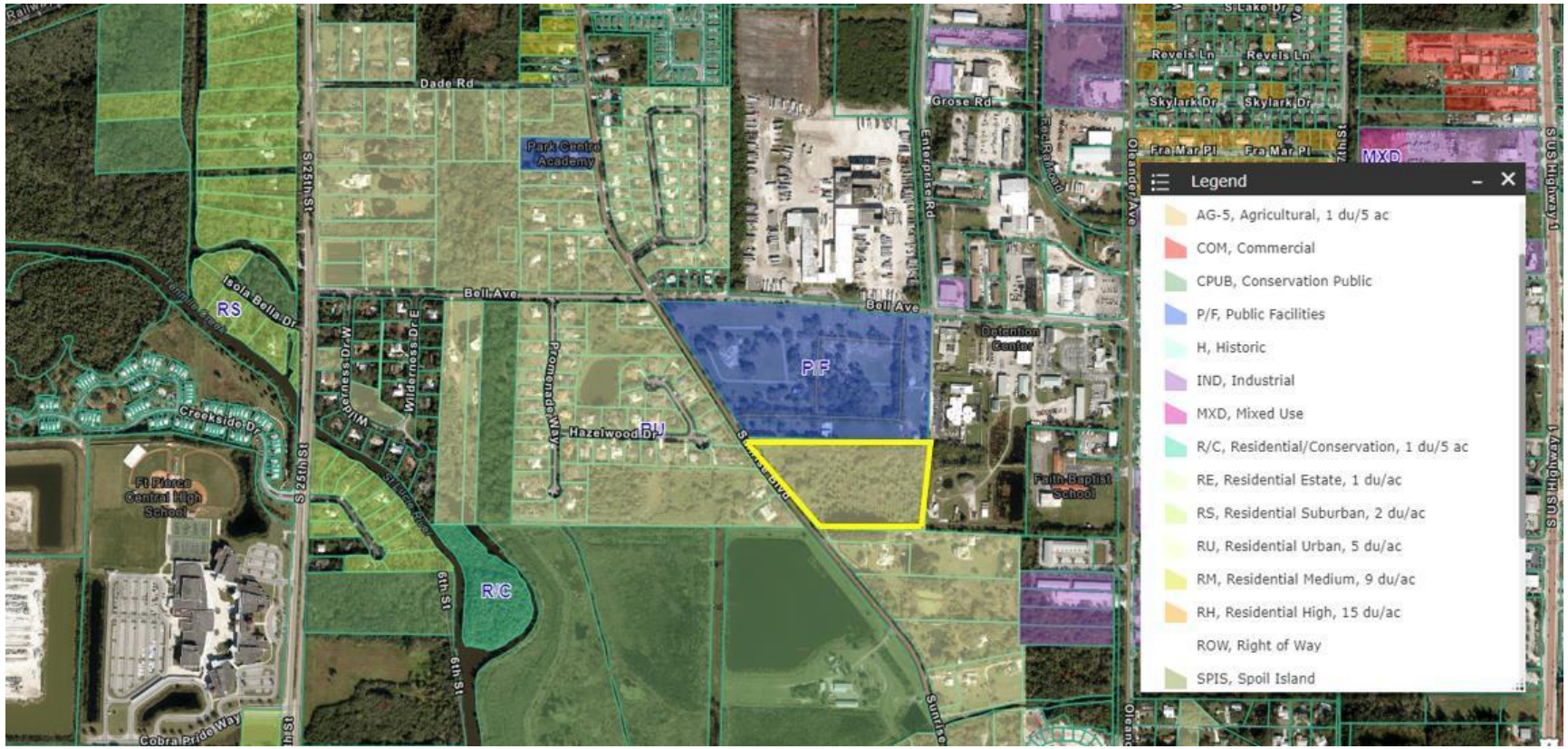
SITE AREA= 11.34 +/- Acres

3804 Sunrise Blvd- Parcel ID: 2433-123-0001-000-1 – Annexation

EXISTING/PROPOSED FUTURE LAND USE

Current FLU: RU, Residential Urban, 5 du/ac (St. Lucie County)

Proposed FLU: RL, Residential Low Density (City of Fort Pierce)

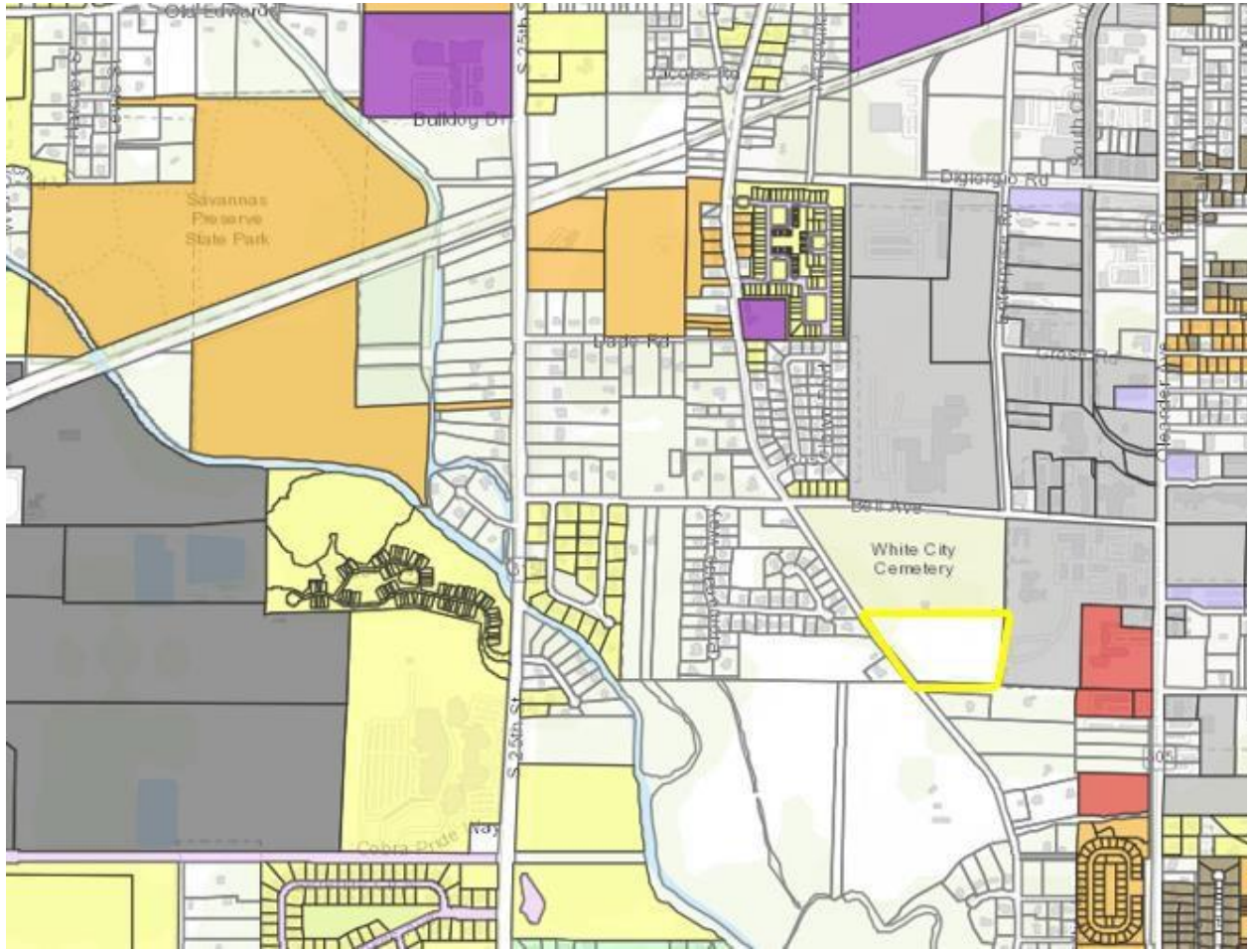


3804 Sunrise Blvd- Parcel ID: 2433-123-0001-000-1 – Annexation

EXISTING/PROPOSED FUTURE LAND USE

Current FLU: RU, Residential Urban, 5 du/ac (St. Lucie County)

Proposed FLU: RL, Residential Low Density (City of Fort Pierce)

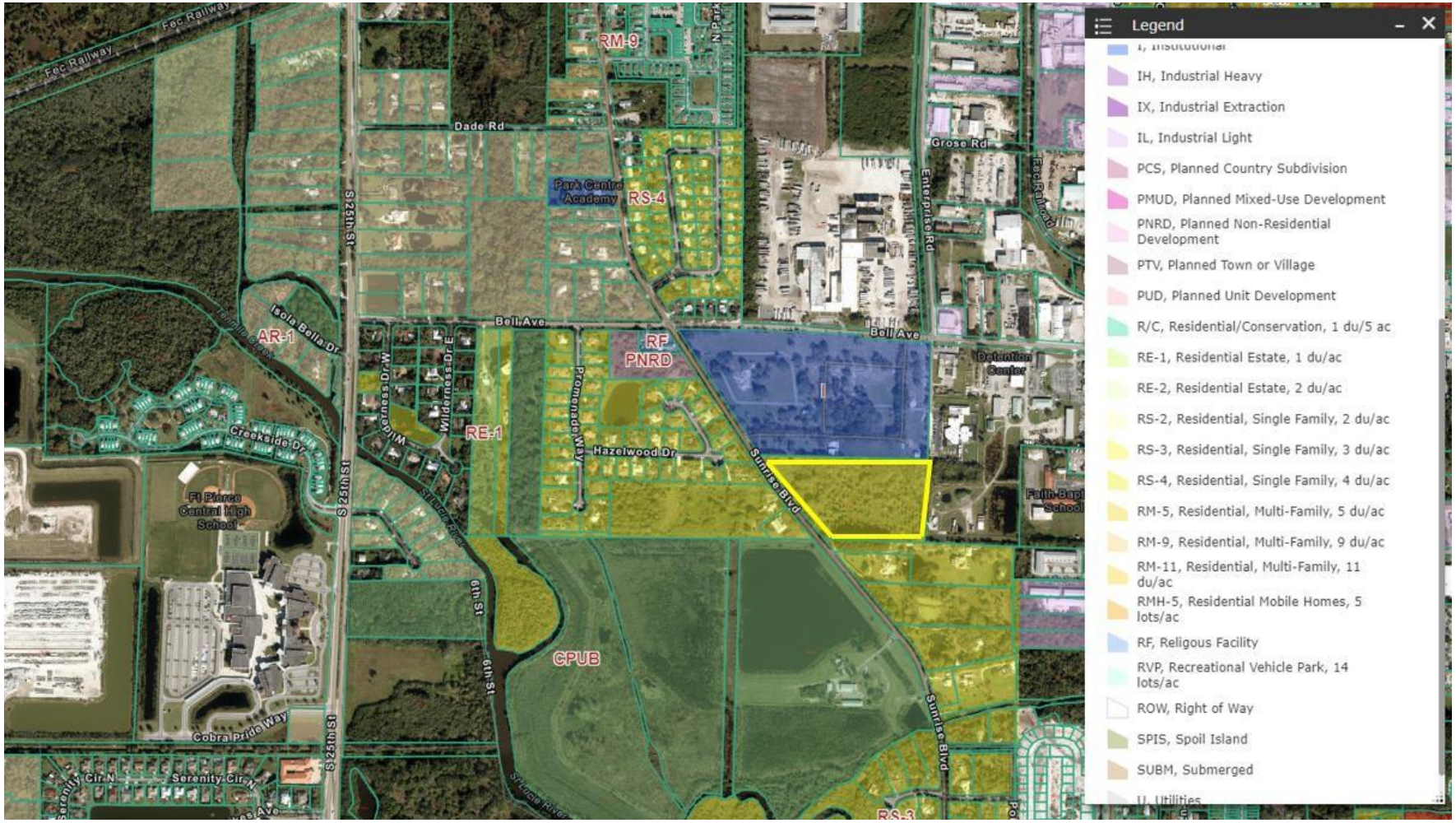


3804 Sunrise Blvd- Parcel ID: 2433-123-0001-000-1 – Annexation

EXISTING/PROPOSED ZONING

Currently Zoned: RS-3, Residential Single-family, 3 units du/ac
(St. Lucie County)

Proposed Zoning: R-1, Single-Family Low Density
(City of Fort Pierce)

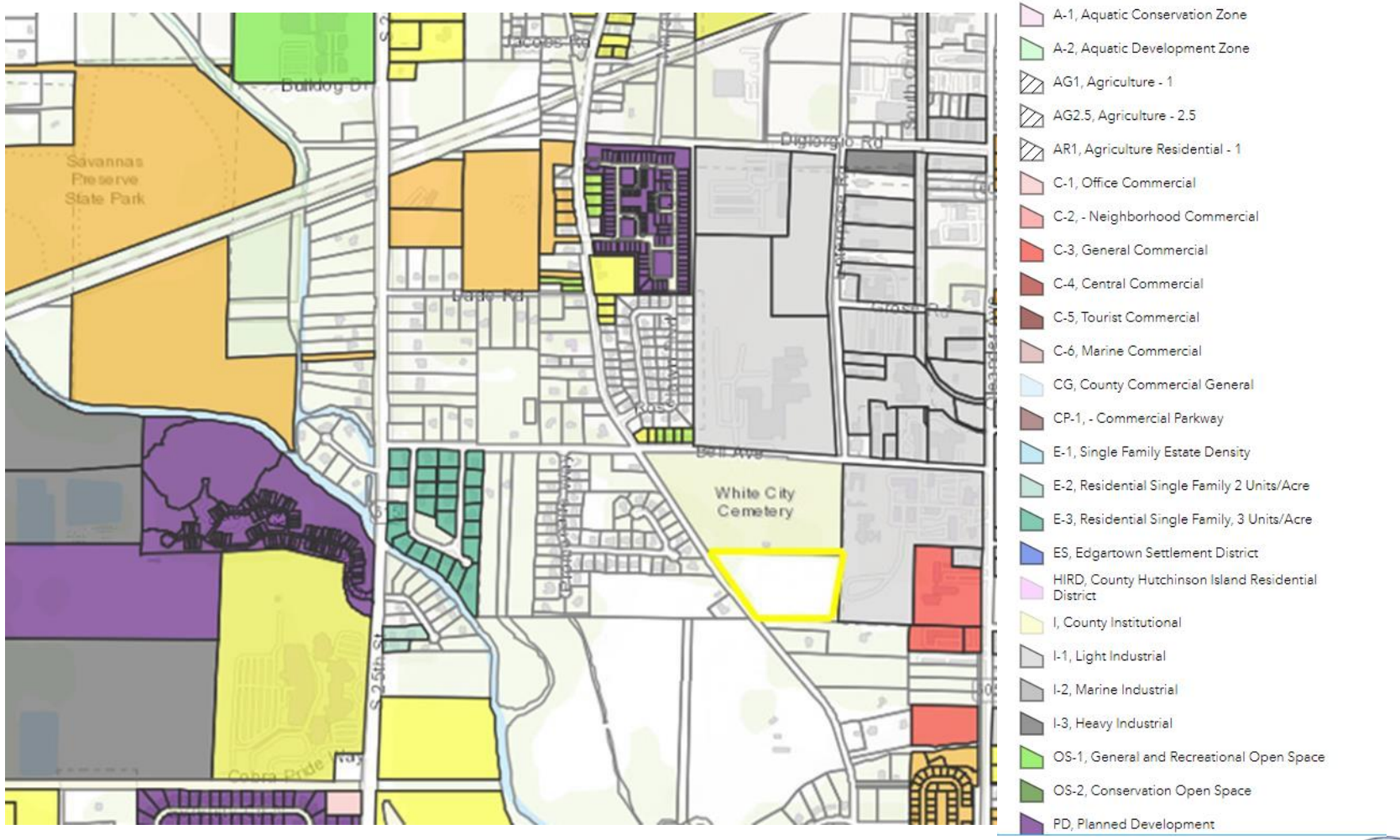


3804 Sunrise Blvd- Parcel ID: 2433-123-0001-000-1 – Annexation

EXISTING/PROPOSED ZONING

Currently Zoned: RS-3, Residential Single-family, 3 units du/ac
(St. Lucie County)

Proposed Zoning: R-1, Single-Family Low Density
(City of Fort Pierce)



3804 Sunrise Blvd- Parcel ID: 2433-123-0001-000-1 – Annexation

Future Land Use Comparison

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	11.84	515,750.4

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL URBAN (RU)	5	59	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	76	0.0	0.0 SQ.FT
		INCREASE / (DECREASE)	17		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

3804 Sunrise Blvd- Parcel ID: 2433-123-0001-000-1 – Annexation

PLANNING BOARD RECOMMENDATION

The Planning Board unanimously recommended approval of the proposed Annexation at their April 8th, 2024, meeting.

STAFF RECOMMENDATION

Staff recommends that the City Commission **APPROVE** the proposed Annexation.

ALTERNATIVE MOTIONS

1. Approval with alternatives.

2. Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

August 5th, 2024

DT Ventures Annexation
3804 Sunrise Blvd
Parcel ID: 2433-123-0001-000-1

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: DT VENTURES ANNEXATION – PROJECT #: 24-02000002

REVIEWER: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

DATE: JULY 22, 2024

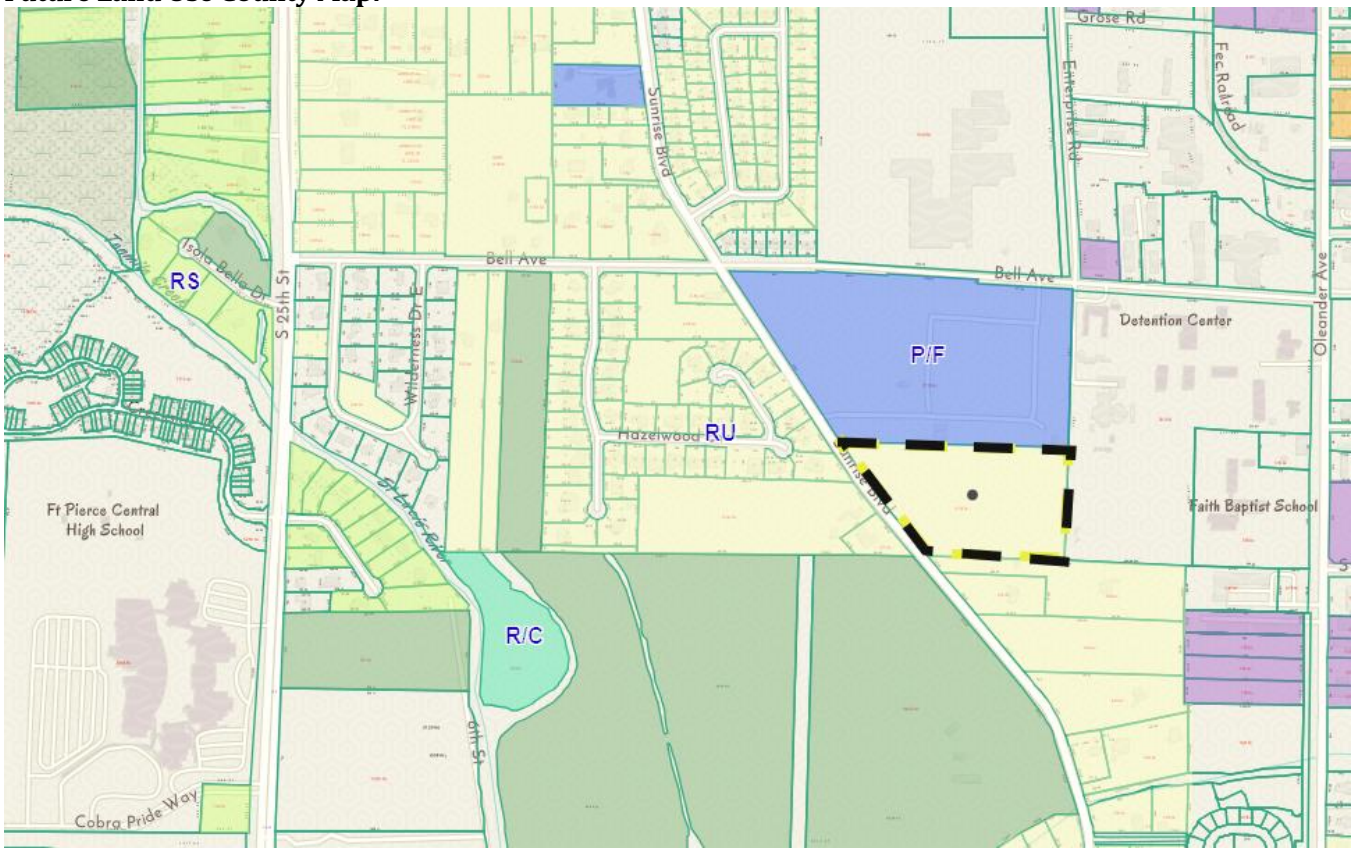
STAFF REPORT

Owner:	DT Ventures 1 LLC
Applicant/Representative:	Blaine Bergstresser, P.E.
Requested Action:	Review of an application for an annexation of one (1) parcel into the City, with a City Future Land Use of RL, Residential Low-Density, and a City Zoning of R-1, Single Family Low-Density Zone.
Location:	At or near 3804 Sunrise Boulevard
Parcel IDs:	2433-123-0001-000-1
Current SLC Zoning:	RS-3, Residential, Single-Family – 3/du
Proposed Zoning:	R-1, Single Family Low-Density Zone
Current SLC Future Land Use:	RU, Residential Urban
Proposed Future Land Use:	RL, Residential Low-Density

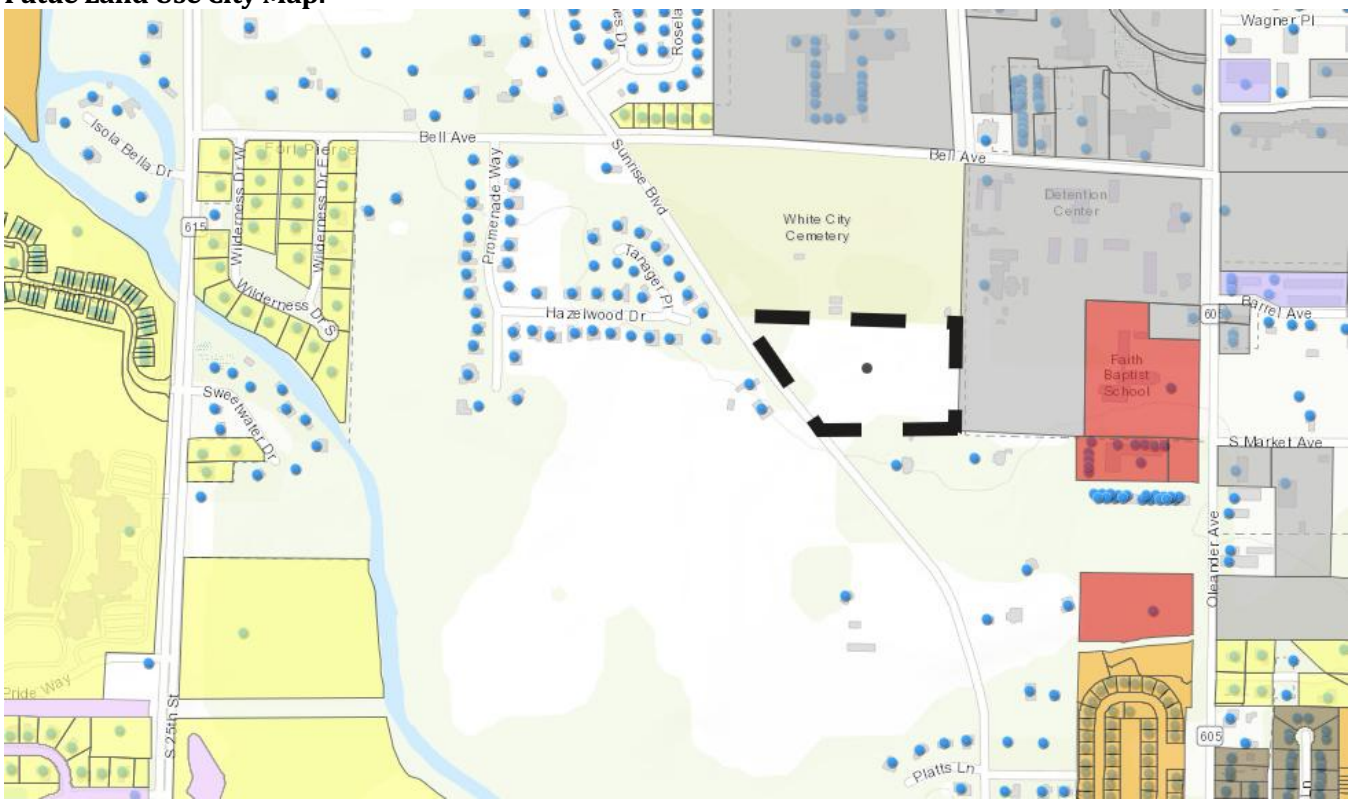
Location Map:



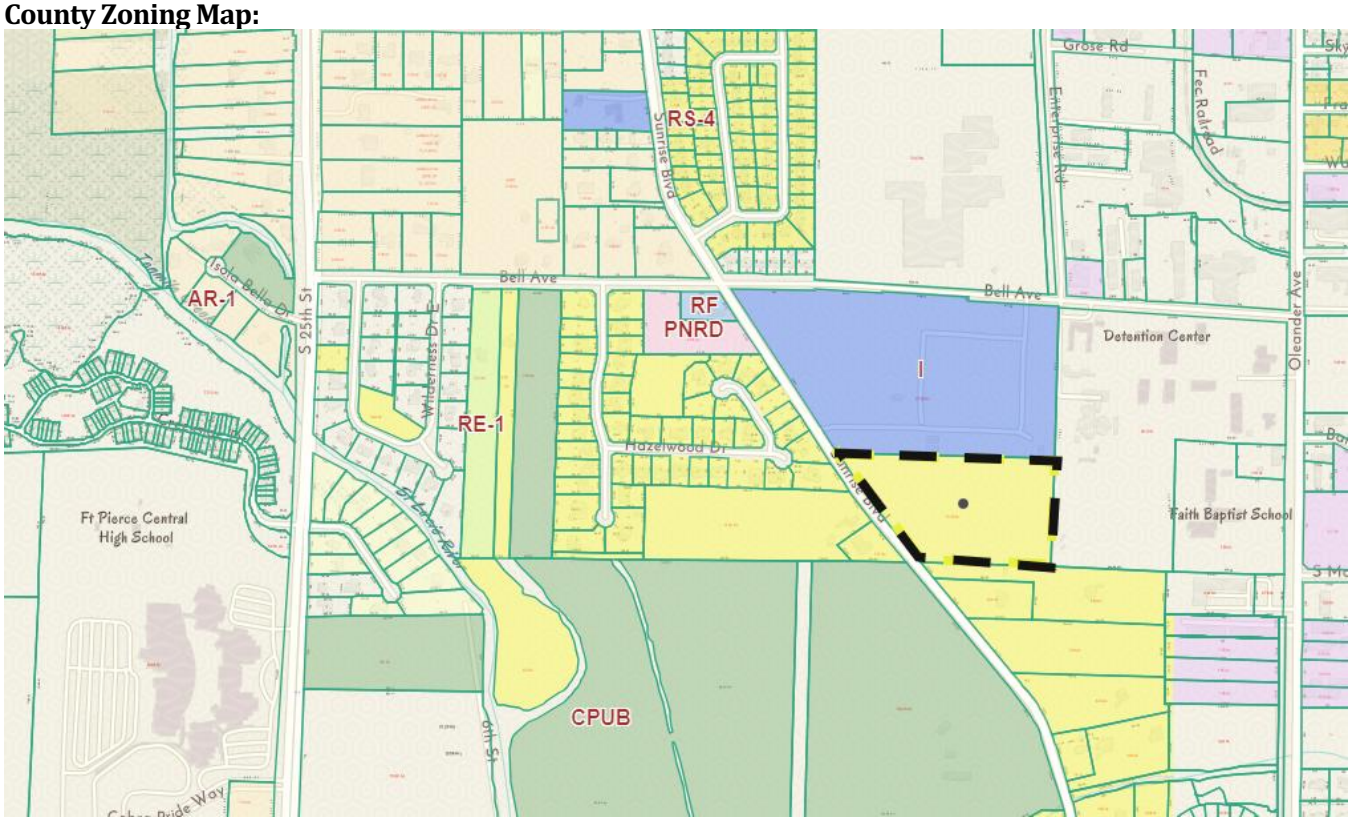
Future Land Use County Map:



Futue Land Use City Map:



County Zoning Map:



City Zoning Map:



Surrounding Zoning:

North	East	South	West
I (SLC)	I-1	RS-3 (SLC)	RS-3 (SLC)

Surrounding Future Land Use:

North	East	South	West
P/F (SLC)	I	RU (SLC)	RU (SLC)

Site Area: **+/-** 11.34 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis

Request for review of an application for an of one (1) parcel into the City, with a City Future Land Use Designation of RL, Residential Low-Density, and a City Zoning of R-1, Single Family Low-Density Zone.

The subject property has a St. Lucie County Future Land Use Designation of RU, Residential Urban, and a St. Lucie County Zoning designation of RS-3, Residential, Single-Family – 3/du. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use Designation for the parcel is RL, Residential Low-Density, with a Zoning Classification of R-1, Single Family Low-Density Residential Zone.

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 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.

The current taxable value of the property is $0 because of a Church Exemption. Should the Application for Annexation be approved, and future development of the vacant land occurs, the property 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.

Existing Conditions
Currently the land is vacant with a County Future Land Use of RU, Residential Urban, and a County Zoning of RS-3, Residential Single-Family 3 (3 units per acre).

Stormwater Retention & Landscaping
Stormwater retention, drainage and landscaping requirements are to be met when permits are submitted for building on the parcel.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and finds the proposed annexations are 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 properties are 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 will be designated as a City Future Land Use of Low Density Residential. The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single-family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

The subject property will be classified with a City Zoning of R-1, Single-Family Low-Density Zone. This classification is primarily intended to provide for areas of single-family dwellings with an average net density of less than four units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses. Water and sewer service should be available.

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. The Technical Review Committee reviewed this project, and all departments supported the annexation.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of the proposed Annexation, at their April 8th, 2024, meeting.

Staff Recommendation:
Staff recommends that the City Commission approve the proposed Annexation.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Elaine Bergstresser
3001 Industrial Ave
Fort Pierce, FL 34946

Subject: Annexation - Parcel ID: 2433-123-0001-000-1 – Technical Review Committee Comments for March 21, 2024 TRC Meeting

City of Fort Pierce Planning Department

1. The parcel currently has a county zoning of RS-3 (Residential Single-family, 3 units du/ac) and a Future Land Use of RU (Residential Urban, 5 du/ac). The proposed City zoning would be R-1 (Single-family low density) with a Future Land Use of RL (Low Density Residential).

Fort Pierce Engineering Department

Comments may be forthcoming

Fort Pierce Building Department

1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

2. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

3. Building Permit required.

4. Signed and sealed construction drawings required.

5. Final plat and approved parcel ID's required to submit for DPCR and building permit review.

Fort Pierce Police Department

No comments at this time

St. Lucie County Planning Department

Comments may be forthcoming

St. Lucie County PW/Engineering

No comments at this time

City Clerk Office

Comments may be forthcoming

Code Enforcement

Comments may be forthcoming

Fort Pierce Utilities Authority

FPUA W/WW Engineering: Concept Approved.

To connect water and wastewater services please submit Utility Plan (2 complete sets) along with a completed commercial service application to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page attached or on the FPUA website for important steps to guide through the entire process including utility details and permit applications (link below). For questions please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468
https://fpua.com/water-and-wastewater-engineering-downloads/

FPUA Electric Engineering: This submission is outside of the FPUA electric service area.

FPUA Gas: Approved. Natural gas is available and should be considered on this project.

FPUAnet Fiber: FPUAnet approves.

St. Lucie County Fire District

No comments at this time.

Florida Department of Transportation

Comments may be forthcoming

St. Lucie County School Board

Comments may be forthcoming

CITY OF FORT PIERCE
TECHNICAL REVIEW COMMITTEE

AGENDA

Regular Meeting of the Fort Pierce Technical Review Committee to be held Thursday, March 21, 2024 at 10:00 a.m. in the William D. Dannahower, 2nd Floor Conference Room, 100 North U.S. Highway 1.

1. **New Business:**

   a. Annexation - DT Ventures 1 - 3804 Sunrise Boulevard

   b. Waiver of Distance - Convenience Store - 908 Avenue D

   c. Variance - Estrada Residence - 205 S. 29th Street

   d. Minor Site Plan Amendment - FPUA Parking Lot - 500 Boston Avenue

   e. Site Plan - Margareta Apartment Complex - 4101 Oleander Avenue

   f. Text Amendment - Revised Planned Development (PD) Process

   g. Text Amendment - Zoning Use Table

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 3.21.24
Property Address: Annexation - DT Ventures 1 - 3804 Sunrise Boulevard

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: 3/15/24

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 3.21.24
Property Address: Waiver of Distance - Convenience Store - 908 Avenue D

Please be advised that the project may trigger the requirements indicated below:

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- ☐ Smoke alarm system is required.

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Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 3/15/24

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 3.21.24
Property Address: Variance - Estrada Residence - 205 S. 29th 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.

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- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 3/15/24

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 3.21.24
Property Address: Minor Site Plan Amendment - FPUA Parking Lot - 500 Boston Avenue

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.

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- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 3/15/24

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 3.21.24
Property Address: Site Plan - Margareta Apartment Complex - 4101 Oleander Avenue

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.

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- ☑ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 3/15/24

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 3.21.24
Property Address: Text Amendment - Revised Planned Development (PD) Process

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.

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- ☐ Sprinkler system is required.
- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 3/15/24

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 3.21.24
Property Address: Text Amendment - Zoning Use Table

Please be advised that the project may trigger the requirements indicated below:

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- ☐ Sprinkler system is required.
- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 3/15/24

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: # 24-202000002

Annexation - DT Ventures 1 - 3804 Sunrise Boulevard

Comments

FPUA W/WW Engineering: Concept approved.

To connect water and wastewater services please submit Utility Plan (2 complete sets) along with a completed commercial service application to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page attached or on the FPUA website for important steps to guide through the entire process including utility details and permit applications (link below). For questions please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468

https://fpua.com/water-and-wastewater-engineering-downloads/

FPUA Electric Engineering: This submission is outside of the FPUA electric service area.

FPUA Gas: Approved. Natural Gas is available and should be considered on this project.

FPUAnet Fiber: FPUAnet Approves.

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 submission shall include the following:

- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: 3804 Sunrise Blvd. 34982
2. Legal description of real property for which annexation is being requested:
   33 35 40 S 546 FT OF NW 1/4 OF NE 1/4 LYG E OF SUNRISE BV (11.34 AC)

   Property Tax ID: 2433-123-0001-000-1
3. Size of described property: 11.34 AC
4. Project description: Proposing 50 single-family homes
5. Current St. Lucie County Future Land Use Designation: Vacant Residential
6. Current St. Lucie County Zoning: RS-3
7. Is this a Historic property? No
8. Appraised value: $ 915,000
9. Name of Owner(s): DT Ventures 1 LLC

   Signature of Owner(s): X
   Mailing Address: PO Box 92280
   City Rochester State NY Zip 14692
   Phone 772569-5505 Fax

10. Name of Representative: Blaine Bergstresser, P.E.

Signature of representative: [signature]

Mailing Address: 3001 Industrial Ave

City) Fort Pierce State FL Zip 34946

Phone 772-569-5505 Fax _____

E-mail: blaineb@kmafl.com

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5282370 OR BOOK 5087 PAGE 2982, Recorded 12/27/2023 11:19:18 AM Doc Tax: $6405.00

Prepared by and return to:
Javed Rahman, Attorney at Law
RAHMAN | LE PLLC
1000 Southwest 86th Court
Miami, FL 33144
(305) 542-0402
File No 23-407

Parcel Identification No 2433-123-0001-000-1

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 21 **day of December, 2023** between **CONGREGATION OF THE SACRED HEART OF JESUS INC, a Florida Not for Profit corporation**, whose post office address is **2921 Northeast 48th Street, Lighthouse Point, FL 33064**, of the County of Broward, State of Florida, Grantor, to **DT VENTURES 1 LLC, a Florida limited liability company**, whose post office address is **PO Box 92280, Rochester, NY 14692**, of the County of Monroe, State of New York, 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 DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida**, to-wit:

The South 546 feet of the Northwest 1/4 of the Northeast 1/4, lying East of the White City Road (Sunrise Boulevard), in Section 33, Township 35 South, Range 40 East, said land lying and being in Saint Lucie County, Florida.

a/k/a 3804 Sunrise Boulevard, Fort Pierce, FL 34982 *(for informational purposes only)*

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, but said reference shall not operate to reimpose same.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant 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, 2023.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

WARRANTY DEED – Signature Page
PIN: 2433-123-0001-000-1

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS 1
PRINT NAME: Javed Rahman
WITNESS 1
ADDRESS: 1000 SW 86th Ct. Miami FL

CONGREGATION OF THE SACRED HEART OF JESUS INC,
a Florida Not For Profit Corporation

By: _____
Peter Tan Le, President

WITNESS 2
PRINT NAME: Chabeli Roqueta
WITNESS 2
ADDRESS: 1000 SW 86th Ct. Miami FL

STATE OF FLORIDA
COUNTY OF Miami-Dade

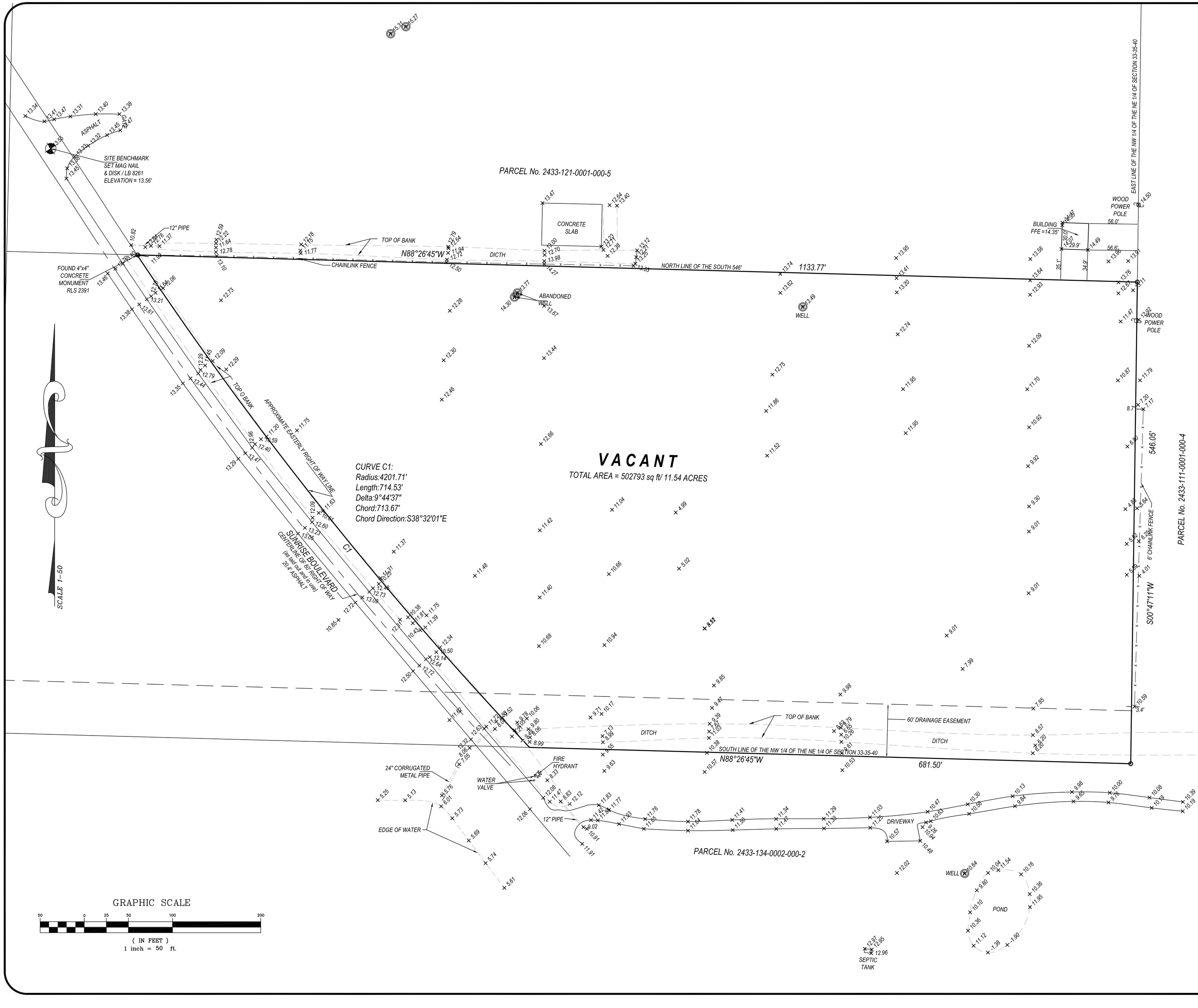
The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 21 day of December, 2023 by Peter Tan Le, President of Congregation of the Sacred Heart of Jesus Inc, a Florida Not for Profit corporation, on behalf of the corporation.

[Notary Seal]

Javed Rahman
Comm.#HH000009
Expires: May 14, 2024
Bonded Thru Aaron Notary

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____ OR Produced Identification: X Type of Identification Produced: FL

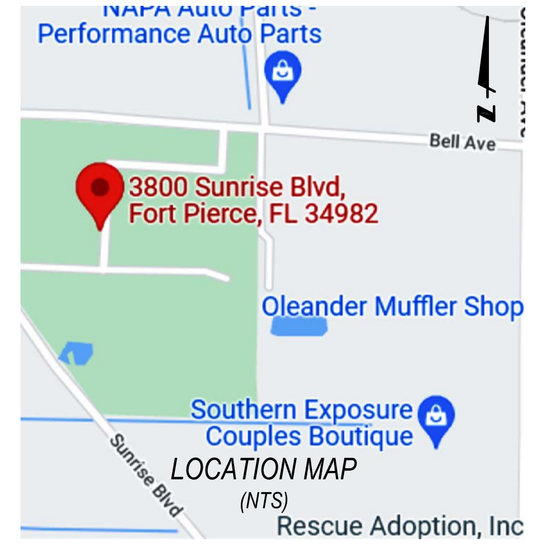


GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1 inch = 50 ft.



PROPERTY ADDRESS:
3804 SUNRISE BLVD
FORT PIERCE, FLORIDA 34982

FLOOD ZONE: *"X"*
PANEL NO: *12111C 0189K*
DATE: *FEBRUARY 19, 2020*

CERTIFIED TO:
DT VENTURES 1 LLC, A FLORIDA LLC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
RAHMAN LE PLLC
ATTORNEYS' TITLE FUND SERVICES LLC

LEGAL DESCRIPTION:
THE SOUTH 546 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LYING EAST OF WHITE CITY ROAD (SUNRISE BOULEVARD) IN SECTION 33, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

SURVEYORS' NOTES:
1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VERIFIED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
7. 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.
8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (UNLESS A TITLE REVIEW, COMMITMENT REVIEW, OR OWNERSHIP AND ENCUMBRANCE REVIEW IS PRESENT ON THE FACE OF THIS DOCUMENT, THIS SURVEY HAS BEEN COMPLETED IN THE ABSENCE OF A TITLE INSURANCE POLICY).
9. LOCATION MAP IS GLEANED FROM ONLINE MAPPING SITES AND AND IS ONLY APPROXIMATE.
10. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. (NAVD'88)
11. NO FIELD VISIT WAS COMPLETED AT THE TIME OF THIS RECERTIFICATION

JOB#	DB
22-0387	FIELD
PURPOSE	DRAFT
RECERTIFY BOUNDARY SURVEY	AK
	CD
DATE	12-19-23
	06-25-22

SIGNED

DOUG WALKER, PSM
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 7211

BOUNDARY AND TOPOGRAPHIC SURVEY

PRINCIPAL MERIDIAN SURVEYING, Inc.
LICENSED BUSINESS No. 8261
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-7764

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: DT Ventures Annexation

NOTICES PROVIDED PURSUANT TO: City Code 125-37

NOTICE BY NEWSPAPER: July 21st, 2024 and July 28th, 2024

NOTICE BY MAIL: June 18th, 2024

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: Vennis Gilmore **DATE:** July 22nd, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR FOR RYAN ALTIZER, PLANNER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: ANNEXATION - DT VENTURES 1 - 3804 SUNRISE BLVD

CAO RLS FILE: RLS 24-181

DATE: JUNE 7, 2024

I have reviewed the above request for legal services. Please make the following corrections and/or include the following information:

1. The tax date should be changed to January 1, 2025.
2. The number of individuals being annexed into the City should be included in the blank in the third whereas clause.
3. The dates for the notices to the County should be included in the last two whereas clauses.

With the above corrections/inclusions, the Ordinance is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 08/05/2024

Re: Resolution 24-R40 Establishing the Military Hometown Hero Banner Program and Adopting Policies and Guidelines and an Application

Submitted For: John Andrews, Deputy City Manager - City Engineer, Engineering

---

SUBJECT:

Resolution 24-R40 Establishing the Military Hometown Hero Banner Program and Adopting Policies and Guidelines and an Application

SUMMARY:

During the City Commission Conference Agenda Meeting on May 9, 2022, staff received direction to proceed with a new banner program aimed at honoring and recognizing individuals from the City of Fort Pierce who are currently serving or have served in the military. Following further program development efforts, staff recommends the implementation of the new Military Hometown Hero Banner Program through the accompanying resolution. The program includes guidelines, policies, and an application, all prepared and ready for implementation pending the resolution's approval.

RECOMMENDATION:

Staff recommends the approval of the resolution.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Marsha Commond, Special Projects Coordinator

COORDINATED WITH:

John Andrews, Deputy City Manager

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Resolution 24-R40

Exhibit A - Program Policies and Guidelines

Exhibit B - Application

Memo - RLS# 24-268

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/10/2024 02:48 PM

Form Started By: Marsha Commond
Started On: 07/10/2024 10:03 AM
Final Approval Date: 07/10/2024

RESOLUTION NO. 24-R___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING THE MILITARY HOMETOWN HERO BANNER PROGRAM AND ADOPTING POLICIES AND GUIDELINES AND AN APPLICATION THERETO;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE**.**

WHEREAS, In the spirit of fostering civic pride, the City Commission endeavors to initiate a program for the display of banners on city-owned streetlight poles. These banners serve as a tribute to our residents who have served or are currently serving in the United States Armed Forces, enhancing our community's recognition and honor for them; and

WHEREAS, this endeavor shall be recognized as the Military Hometown Hero Banner Program; and

WHEREAS, in order to establish and maintain a systematic and consistent approach for recognizing honorees, the City Commission acknowledges the importance of establishing well-defined guidelines; and

WHEREAS, the City Commission is committed to formulating the necessary policies and guidelines to define the criteria and procedures for the selection of program honorees; and

WHEREAS, in order to ensure fairness and transparency, the City Commission wishes that all prospective honoree candidates apply through the Military Hometown Hero Banner Program Application; and

WHEREAS, the City Commission acknowledges that the guidelines may be amended from time to time by Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The Military Hometown Hero Banner Program is hereby established.

SECTION 2. The Military Hometown Hero Banner Program Policies and Guidelines, attached as “Exhibit A”, and the Military Hometown Hero Banner Program Application, attached as “Exhibit B”, are hereby approved and adopted by 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, which shall remain in effect, it being the 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 adoption by the City Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, on this __ day of ____ 2024.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

Approved as to Form
And Correctness:

_____
Sara Hedges, City Attorney

CITY OF FORT PIERCE
MILITARY HOMETOWN HERO BANNER PROGRAM
POLICIES AND GUIDELINES

About the Program

The City of Fort Pierce's Military Hometown Hero Banner Program provides the opportunity for the community to recognize and honor its residents who have served or are currently serving in the United States Armed Forces. The Military Hometown Hero Banner will be displayed on City-owned streetlight poles and will promote civic pride. To allow for a coordinated and consistent program, the City of Fort Pierce has established the following policy and guidelines for the Military Hometown Hero Banner Program.

Guidelines and Eligibility

1. The Honoree must be an active, retired, or honorably discharged member of the United States Armed Forces service branches (Air Force, Army, Coast Guard, Marines, Navy, and Space Force) or the National Guard or Reserves.
2. The Honoree must be a current or past resident of the City of Fort Pierce.
3. Proof of the following eligibility requirements will be required before an application is considered complete:
   - Proof of residency (e.g., copy of utility bill or driver's license) of the Honoree.
   - Proof of military service dates and status (e.g., DD 13 – Statement of Service or an Active Armed Forces Identification Card).
   - If no longer active duty, honorable discharge or retirement papers with SSN redacted (e.g., DD 214 – Certificate of Release or Discharge from Active Duty).
   - High-resolution digital image (minimum 300 dpi) in jpeg format or 5x7 high- quality photograph of Honoree in official uniform (with no objects). Photograph will be returned.

Application and Sponsorship

1. A written application for the placement of a banner must be completed on a form provided by the City of Fort Pierce.
2. A banner fee of $100 must be paid within 15 days of approval.
3. The Honoree must consent to the banner if the Honoree is living.
4. An applicant may be recognized as a sponsor on the banner. If the applicant wishes to be recognized as a sponsor, the applicant must indicate on the application the name by which the applicant wishes to be identified. (The City of Fort Pierce reserves the sole right to determine and include sponsor recognition due to all issues to include space limitations.)

Banner Locations

1. Available space is determined on a first-come, first-served basis amongst qualified applicants.
2. All banner locations shall be determined solely by the City of Fort Pierce and are subject to change.
3. Currently, the City of Fort Pierce has designated Veterans Memorial Park, located at 600 Indian River Drive.

Display Period

1. The banners will be displayed from November 1 to June 1 of each year and will be displayed for two (2) consecutive years, or until the banner starts to show deterioration.
2. At the end of the term, City of Fort Pierce staff will contact the applicant to offer them the banner. All banners that remain unclaimed after 30 days from removal will become the property of the City.
3. In addition to the pole banners, the City of Fort Pierce may also display the banner images on the City of Fort Pierce's website and/or social media accounts.

Banner Style and Display

1. The specifications and design of the banners are at the sole discretion of the City of Fort Pierce and can be modified at any time.
2. Currently, the City of Fort Pierce has determined the following specifications for the banners:
    a. Double-sided, vinyl, weatherproof
    b. 18" x 36"

Procedures

1. The Military Hometown Hero Banner Program application may be obtained from the City of Fort Pierce's website at **www.cityoffortpierce.com** or you may contact the **Public Works Department at 772.467.3794** to have one emailed or mailed.
2. Applications are accepted year-round, and every effort will be made to have banners installed by November 1 of each year. However, this is at the sole discretion of the City of Fort Pierce and is based on the availability of staff, resources, and scheduling for installation and removal.
3. A waiting list shall be established based on the date a completed application is received in the Public Works Department. For an application to be considered complete, all supporting documentation must be received and verified by the City of Fort Pierce. In addition, full payment for the banner must be received by the City of Fort Pierce within fifteen (15) days of approval.
4. Applicants will be notified by staff once an installation date has been determined.
5. At the end of the banner display period, staff will contact the applicant to offer them the banner. All banners unclaimed within thirty (30) days of removal will become the property of the City of Fort Pierce.

Waiver and Limitations

1. The City of Fort Pierce is not responsible for replacing banners that are stolen, damaged, or destroyed due to age, vandalism, or any acts of nature, including high winds.
2. Any loss or damage to an installed banner will be handled at the discretion of the City of Fort Pierce.
3. The City of Fort Pierce reserves the right to not install a banner at its discretion or if the Military Hometown Hero Banner Program's requirements are not met.

CITY OF FORT PIERCE
MILITARY HOMETOWN HERO BANNER PROGRAM
APPLICATION

Applicant's Contact Information:

Name: _____ Address: _____

City: _____ State: _____ Zip:_____

Phone: _____ Email:_____

Sponsor's Name (if desired to appear on banner):_____

Honoree's Contact Information (required if the Honoree is living):

Name: _____ Address: _____

City: _____ State: _____ Zip:_____

Phone: _____ Email: _____

Waiver, Hold Harmless, and Indemnification Agreement (If living, must be signed by the Honoree. If deceased, must be signed by the Honoree's Legal Representative):

I, _____, as the Honoree or as the Legal Representative of the Honoree, hereby grant permission to the City of Fort Pierce to utilize the name and picture of _____ _____ for the Military Hometown Heroes Banner Program. If signed by the Honoree, the Honoree hereby waives all claims and liability against the City of Fort Pierce and further agrees to defend, hold harmless, and indemnify the City of Fort Pierce against all claims and liability. If signed by the Legal Representative, the Legal Representative hereby represents that he or she has the legal authority to sign on behalf of the Honoree, and further agrees to defend, hold harmless, and indemnify the City of Fort Pierce from all claims and liability, to include the City of Fort Pierce's reliance on the asserted legal authority. Dated this _____ day of _____, 20_____.

_____

Honoree/Legal Representative's Signature (NOTARIZED)

FLORIDA NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this _____ day of _____, 20____ by _____, who is □ personally known or □ produced identification (ID) (ID produced: _____)

Signature: _____ (Seal)
NOTARY PUBLIC
My Commission Expires: _____

Name of the Honoree (as it will appear on the banner):

_____ _____ _____

FIRST MIDDLE (OPTIONAL) LAST

Residency:

Is the Honoree a resident or past resident of the City of Fort Pierce?

☐ Yes ☐ No

Branch of U.S. Military Service:

☐ U.S. Air Force
☐ U.S. Army
☐ U.S. Coast Guard
☐ U.S. Marine Corps
☐ U.S. Navy
☐ U.S Space Force
☐ National Guard
☐ Reserves

Additional information for the banner (if desired and space permitting):

Designated rank to appear on the banner: _____

Dates of service or name of military conflict service to appear on banner (multiple may be listed and best attempts will be made to include all): _____
(e.g., 2000-2020, WWI, WWII, Vietnam War, Korean War, Operation Enduring Freedom)

Indicate the designation of the banner you would like to order:

☐ Active Duty ☐ Veteran ☐ Memorial

What you will need to submit (see Policies and Guidelines for further detail):

- ❑ Completed Application
- ❑ Proof of Military Service Dates
- ❑ Proof of Separation Status
- ❑ Photo of the Honoree in Uniform
- ❑ Proof of Residency
- ❑ $100.00 Payable to the City of Fort Pierce (Within 15 days of approval)



After submission:

Proof of the banner will be provided after all the information has been submitted. The proof can either be emailed or viewed in person. A signature must accompany the proof before the order can be placed. Once the banner is no longer in use, it will be given to the Applicant.

For any questions regarding the program please contact:
The City of Fort Pierce Public Works Department at: 772.467.3794

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Marsha Commond, Special Projects Coordinator

FROM: Sara Hedges, City Attorney SH

RE: Military Hometown Hero Banner Program Resolution

CAO RLS FILE: RLS 24-268

DATE: July 2, 2024

I have reviewed the above Request for Legal Services related to the Resolution to establish the Military Hometown Hero Banner Program. Please correct the Title Block to read as follows:

> A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING THE MILITARY HOMETOWN HERO BANNER PROGRAM** AND ADOPTING POLICIES AND GUIDELINES AND AN APPLICATION THERETO; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

In RLS 23-133, this Resolution was requested to implement the Military Hometown Hero Banner Program. The Memorandum to RLS 23-133 indicated the Policies and Guidelines should be Exhibit A and the Application should be Exhibit B. Two separate items should not be combined into one Exhibit. Please correct Section 2 to read as follows:

> **SECTION 2.** The Military Hometown Hero Banner Program Policies and Guidelines, attached as "Exhibit A", and the Military Hometown Hero Banner Program Application, attached as "Exhibit B", are hereby approved and adopted by the City of Fort Pierce.

With the above corrections, the Resolution is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

City Commission Regular Meeting - 5:05 pm **13. b.**

Meeting Date: 08/05/2024

Re: Resolution re: FDOT Surplus Property Sale

Submitted For: Audria Moore, Special Projects Coordinator, City Manager

SUBJECT:

Resolution 24-R41 Authorizing the purchase of property near 610 N. Causeway from the State of Florida for the cost of recording and processing fees totaling $54.75.

SUMMARY:

The Resolution addresses the transfer of property near 601 N. Causeway from the State of Florida through the Florida Department of Transportation to the City of Fort Pierce. The property, to be solely used for public purposes, has been transferred via quitclaim deed. The amount to purchase the property totals $54.75, equaling the fee to record and process the property transfer.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

John Andrews, City Engineer
Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Nicholas C.Mimms, City Manager
Sara Hedges, City Attorney
Vincent Smith, FDOT

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2024
Account:	TBD
Amount:	$54.75

OTHER INFORMATION:

The $54.75 is the cost to record and process the transfer of the property from the State of Florida to the City.

Attachments

City Attorney Memo
Resolution
Closing Statement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	07/18/2024 04:57 PM
City Manager	Nick Mimms	07/18/2024 04:58 PM

Form Started By: Audria Moore Started On: 07/18/2024 01:38 PM
Final Approval Date: 07/18/2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Audria Moore, Special Projects Coordinator

FROM: Sara Hedges, City Attorney SH

RE: Review of Resolution - FDOT Surplus Property Sale

CAO RLS FILE: RLS 24-282

DATE: July 16, 2024

I have reviewed the above Request for Legal Services (RLS) related to the purchase of surplus property from the Florida Department of Transportation. I have made suggested changes to the Resolution. Such has been uploaded in a Track Changes and Clean Copy Version.

I have added/changed the Exhibits to the following, which you will need to attach to the Resolution:

Exhibit A – Legal Description (from FDOT Quitclaim Deed)
Exhibit B – Arial Photo of Property (emailed from you to me, uploaded to Agenda Quick, please correct the Exhibit letter on the image)
Exhibit C – Quitclaim Deed

Please confirm the above Exhibits are correct for this property with Jack Andrews, as he began this project.

With the above corrections and confirmation, the Resolution is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

RESOLUTION NO. 24-RXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A MUNICIPAL CORPORATION, **AUTHORIZING THE PURCHASE OF PROPERTY NEAR 601 N. CAUSEWAY FROM THE STATE OF FLORIDA, BY AND THROUGH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENT TO SUCH PURCHASE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the acquisition of the property near 601 N. Causeway, Fort Pierce, FL fully described in Exhibit "A" and depicted in Exhibit "B" ("Property"), incorporated herein by reference, was identified to be in the best interest of the City of Fort Pierce ("City"); and

WHEREAS, the State of Florida, by and through the State of Florida Department of Transportation ("FDOT") owned the Property; and

WHEREAS, the FDOT agreed to transfer ownership of the Property described in to the City for the cost of recording and processing fees, totaling $54.75; and

WHEREAS, the FDOT has executed a quitclaim deed transferring ownership of the Property to the City, stipulating the Property is to be used solely for public purposes, attached as Exhibit "C"; and

WHEREAS, the City wishes to acquire the Property for the cost of recording and processing fees and finalize the closing on the Property.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. It is hereby ascertained, determined and declared that the City shall purchase the Property identified in Exhibit "A" from the FDOT at the cost of the recording and processing fees, totaling $54.75.

SECTION 2. That the Mayor, City Manager, City Clerk, and City Attorney are hereby authorized to execute and deliver such documents, opinions, or other items and to take such other action as is necessary for the full, functional, and complete purchase of the herein described Property.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of August 2024.

_____

Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

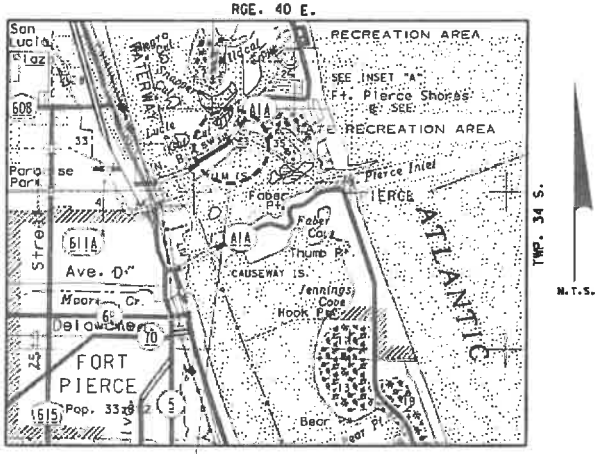
APPROVED AS TO FORM
AND CORRECTNESS

_____
Sara Hedges, City Attorney

EXHIBIT "A"

EXHIBIT "A"

RGE. 40 E.



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. BEARINGS SHOWN BASED ON N57°52'16"E ALONG THE SURVEY BASELINE FOR SR.A-1-A, PER THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR STATE ROAD NO. A1A (NORTH BRIDGE) SECTION 94060-2500, SHEET 10 OF 20.

2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.

3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.

4. ▨ AREA = 28,910 Sq.ft. ±
TO BE SURPLUS

LEGEND:

℄	= BASELINE
(C)	= CALCULATED
℄	= CENTER LINE
EXIST.	= EXISTING
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION
N.T.S.	= NOT TO SCALE
PG.	= PAGE
(P)	= PLAT
P.B.	= PLAT BOOK
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
(℄)	= PROPERTY LINE
RGE.	= RANGE
R/W	= RIGHT OF WAY
SEC.	= SECTION
S.R.	= STATE ROAD
TWP.	= TOWNSHIP

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
DISTRICT 4 SURVEYING AND MAPPING
3400 WEST COMMERCIAL BLVD.
FT. LAUDERDALE, FL 33309
(954) 777 - 4560

Vault\rwmapping\R429936\84060-2500 SR5 SHEET 10\rwps103PART.dgn

FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

REVISION	BY	DATE

STATE ROAD NO. A.1.A — ST. LUCIE COUNTY

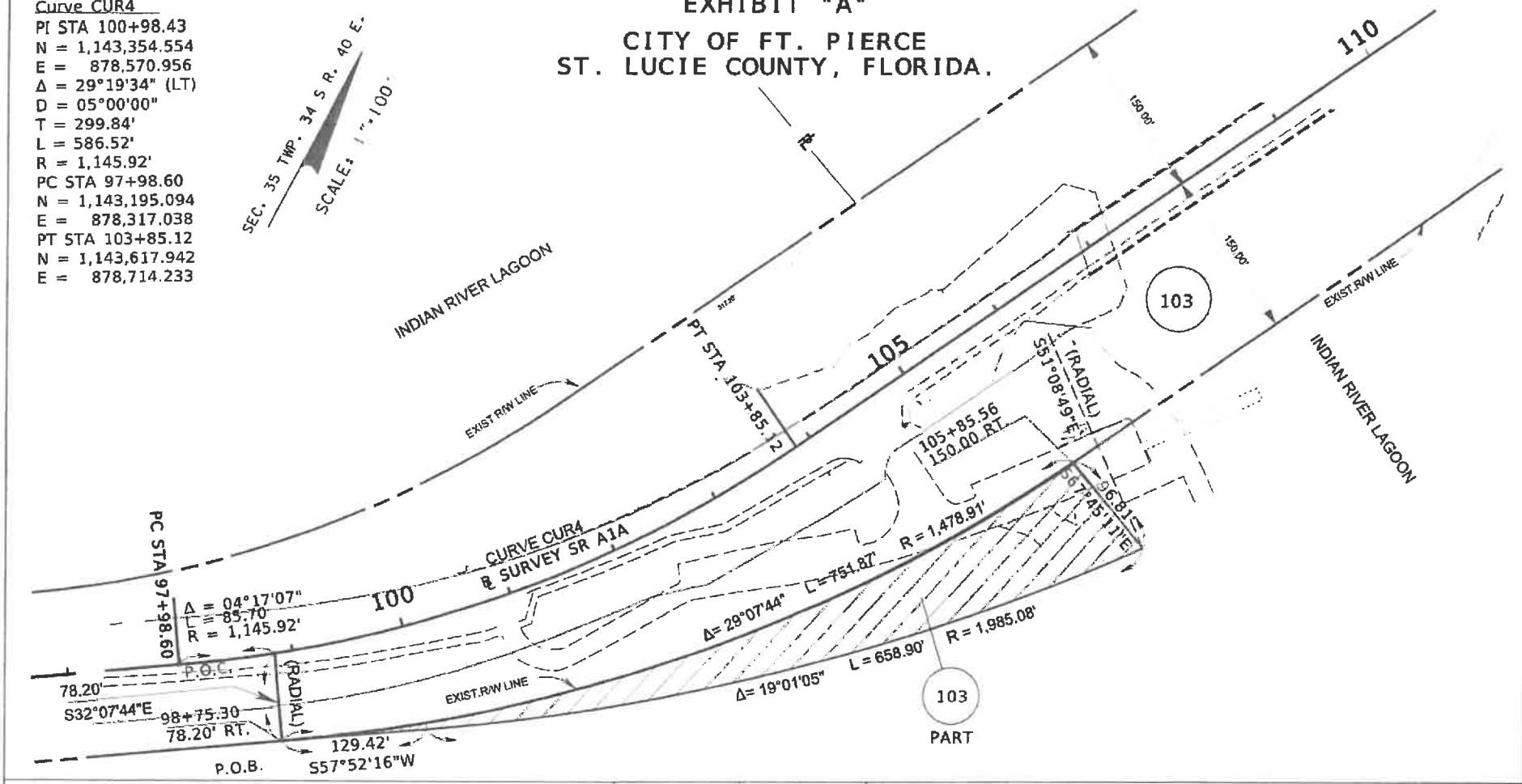
	BY	DATE
DRAWN	Hernandez	10-27-21
CHECKED	Rodriguez	10-27-21

PREPARED BY: FDOT DISTRICT 4 — DATA SOURCE: N/A

ITEM/SEGMENT N/A — SECTION 94060-2500 — SHEET 1 OF 3

EXHIBIT "A"

CITY OF FT. PIERCE
ST. LUCIE COUNTY, FLORIDA.



FLORIDA DEPARTMENT OF TRANSPORTATION	STATE ROAD NO. A.1.A	ST. LUCIE COUNTY
PARCEL SKETCH - NOT A SURVEY	DRAWN Hernandez 10-27-21	PREPARED BY: FDOT DISTRICT 4
Vault\rwmapping\R429936\84060-2500 SR5 SHEET 10\rwps103PART.dgn	CHECKED Rodriguez 10-27-21	DATA SOURCE: N/A
REVISION BY DATE	ITEM/SEGMENT N/A	SECTION 94060-2500
		SHEET 2 OF 3

EXHIBIT "A"

Surplus Parcel (103 PART)

A portion of land lying on the Northwest One-Quarter (N.W. 1/4) of Section 35, Township 34 South, Range 40 East, St. Lucie County, Florida, as shown on the Florida Department of Transportation Right of Way Map Section 94060-2500 sheet 10 of 20; more particularly described as follows:

Commence at the point of curvature on the existing Baseline of Survey for State Road A.1.A, said point also being station 97+98.60; Thence, along said curve concave Northwesterly through a central angle of 04°17'07", a radius of 1,145.92' and an arc distance of 85.70 feet to a point on said curve, said point also being station 98+75.30; Thence, along the radial line South 32°07'44" East, for a distance of 78.20 feet to a point on the existing Southerly Right of Way line of said State Road A.1.A., said point being the beginning of a none-tangent curve concave Northwesterly, and also being the POINT OF BEGINNING.

Thence, Northeasterly along said curve with a radius of 1478.91 feet through a central angle of 29°07'44" and an arc distance of 751.87 feet to a non-tanget point; Thence South 67°45'11" East, for a distance of 96.81 feet to beginning of a non-tangent curve, which radial line bears South 51°08'49" East; Thence Southwesterly along said curve concave Northwesterly through a central angle of 19°01'05", a radius of 1,985.08 feet, and an arc distance of 658.90 to a point of tangency; Thence South 57°52'16" West, for a distance of 129.42 feet to the POINT OF BEGINNING.

Containing 28,910.00 square feet, more or less.

I hereby certify that the sketch and legal description was prepared under my direction and that said sketch and legal description is in compliance with Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

11/3/2021

Jeffrey D. Smith — Date
Florida Professional Surveyor and Mapper No. 4805
Florida Department of Transportation.
This sketch and legal description or copies thereof is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

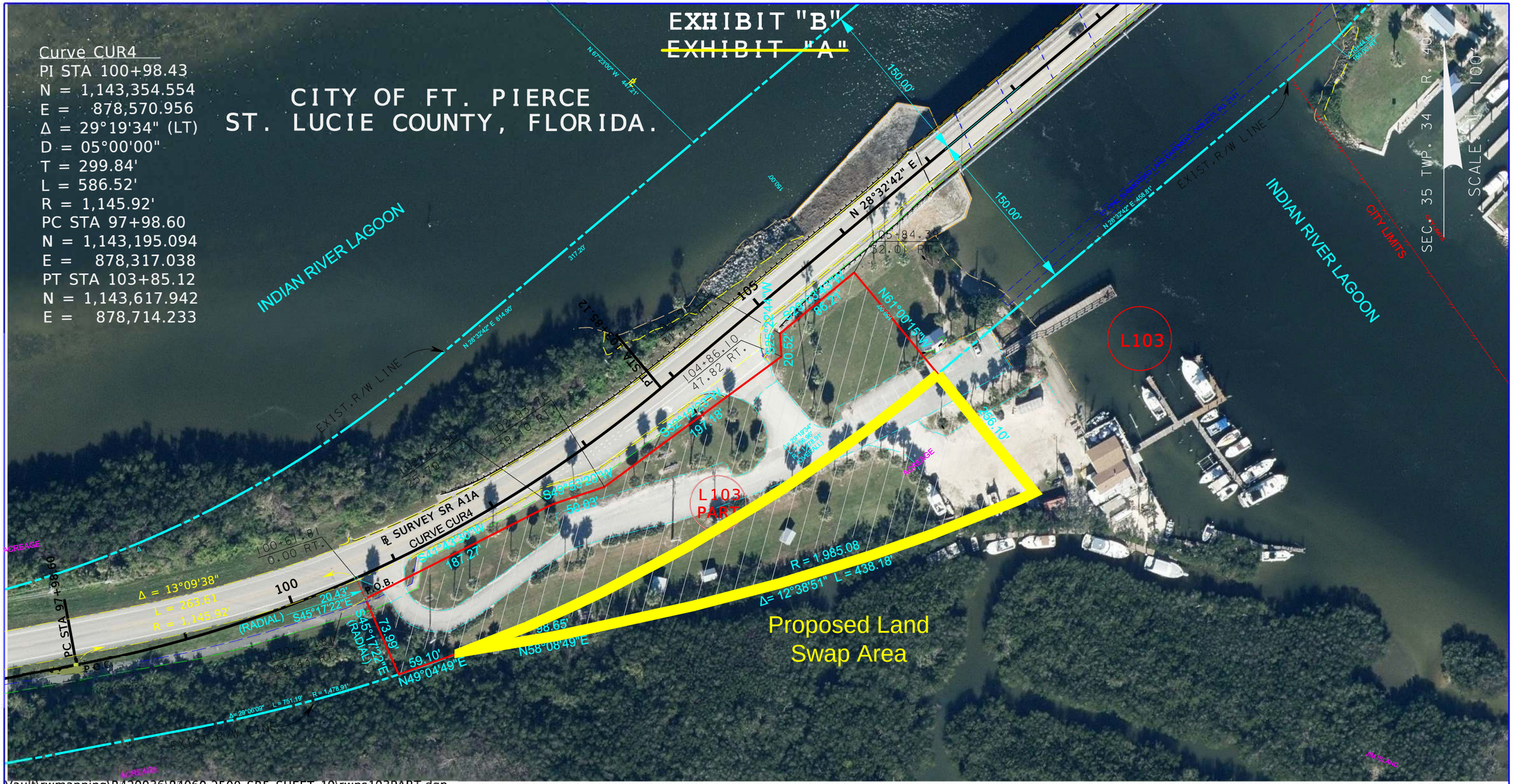
Vault\rwmapping\R429936\84060-2500 SR5 SHEET 10\rwps103PART.dgn

FLORIDA DEPARTMENT OF TRANSPORTATION	REVISION	BY	DATE	STATE ROAD NO. A.1.A				ST. LUCIE COUNTY
PARCEL SKETCH - NOT A SURVEY					BY	DATE	PREPARED BY: FDOT DISTRICT 4	DATA SOURCE: N/A
				DRAWN	Hernandez	10-27-21		
				CHECKED	Rodriguez	10-27-21	ITEM/SEGMENT N/A	SECTION 94060-2500 SHEET 3 OF 3

EXHIBIT "B"
~~EXHIBIT "A"~~

CITY OF FT. PIERCE
ST. LUCIE COUNTY, FLORIDA.

Curve CUR4
PI STA 100+98.43
N = 1,143,354.554
E = 878,570.956
Δ = 29°19'34" (LT)
D = 05°00'00"
T = 299.84'
L = 586.52'
R = 1,145.92'
PC STA 97+98.60
N = 1,143,195.094
E = 878,317.038
PT STA 103+85.12
N = 1,143,617.942
E = 878,714.233



Vault\rwmapping\R429936\84060-2500 SR5 SHEET 10\rwps103PART.dgn

FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

REVISION	BY	DATE

STATE ROAD NO. 5 (US1) — ST. LUCIE COUNTY

	BY	DATE
DRAWN	Hernandez	09-13-20
CHECKED	Rodriguez	09-13-20

PREPARED BY: FDOT DOSTRICT 4
DATA SOURCE: N/A

ITEM/SEGMENT N/A SECTION 94060-2500 SHEET 2 OF 3

EXHIBIT "C"

This instrument prepared
under the direction of:
Elizabeth S. Quintana Esq. _____
District Four Assistant General Counsel
Legal description prepared by:
Jeffrey D. Smith, P.S.M. (11/3/2021)
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309

Parcel No.:	103(part)
Item/Segment No.:	N/A
Section No.:	94060-2501
Federal Project. No.:	N/A
Managing District:	Four
S.R. No.:	A-1-A
County:	St. Lucie
Excess Parcel No.:	7247

QUITCLAIM DEED

THIS INDENTURE, made this 19th day of January, 20 24, by and between the STATE OF FLORIDA, by and through the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, Grantor, whose address is: 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309, and the **City of Fort Pierce**, a political subdivision of the State of Florida, Grantee, whose address is: 100 North US 1, Fort Pierce, Florida 34950.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Grantor, by action of the District Four Secretary, Florida Department of Transportation on June 29, 2022, pursuant to the provisions of Section 337.25(4), Florida Statutes, has agreed to quitclaim the land hereinafter described to the Grantee without consideration, to be used solely for public purposes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Grantor does hereby remise, release and quitclaim unto the Grantee, and assigns, forever, all the right, title and interest of the State of Florida Department of Transportation to the property herein described to be used solely for public purposes, pursuant to the provisions of Section 337.25(4), Florida Statutes, all that certain land situate in St. Lucie County, Florida, viz:

See Exhibit "A", attached hereto and made a part hereof

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Grantee, subject, however, to the following conditions:

THAT existing utilities remain in place and/or are relocated at the expense of the Grantee.

THIS CONVEYANCE IS subject to any unpaid taxes, assessments, liens, or encumbrances.

RESERVING UNTO THE GRANTOR and its successors, an undivided three-fourths interest in, and title in and to, an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same on all lands wherein the grantor holds the requisite interest.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Four Secretary, and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed, and delivered in the presence of:

Witness Signature Address: 3400 West Commercial Blvd
Fort Lauderdale, FL 33309

Monifa Godfrey-Baker
Print Witness Name

Witness Signature Address: 3400 West Commercial Blvd
Fort Lauderdale, FL 33309

Sandra Powell
Print Witness Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
Name: **STEVEN C. BRAUN, P.E.**
District 4 Secretary

ATTEST: Alia E. Chanel
Name: **ALIA E. CHANEL**
Executive Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19th day of JANUARY, 20 24, by **STEVEN C. BRAUN, P.E.**, District Four Secretary and **ALIA E. CHANEL**, Executive Secretary of the State of Florida Department of Transportation, who is personally known by me or who has produced N/A as identification

(SEAL)

YVETTE GUERRERO
Notary Public
State of Florida
Comm# HH406757
Expires 6/5/2027

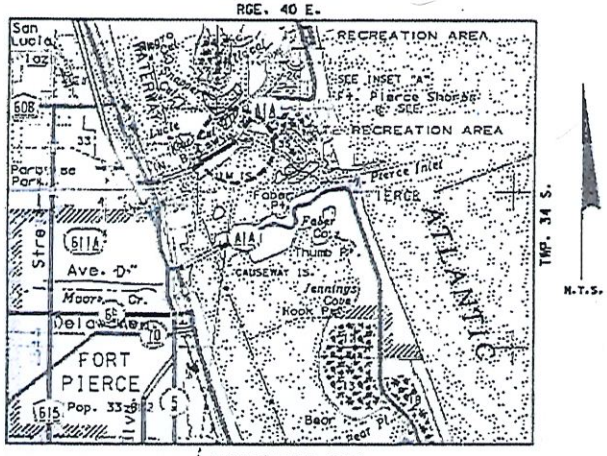
Yvette Guerrero
Notary Public

Yvette Guerrero
Printed or stamped name of Notary Public

My Commission Expires: 6/5/2027

EXHIBIT "A"

RGE. 40 E.



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. BEARINGS SHOWN BASED ON N57°52'16"E ALONG THE SURVEY BASELINE FOR SR.A-1-A, PER THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR STATE ROAD NO. A1A (NORTH BRIDGE) SECTION 94060-2500, SHEET 10 OF 20.

2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.

3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.

4. ▨ AREA = 28,910 Sq.ft. ±
TO BE SURPLUS

LEGEND:

℄	= BASELINE
(C)	= CALCULATED
℄	= CENTER LINE
EXIST.	= EXISTING
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION
N.T.S.	= NOT TO SCALE
PG.	= PAGE
(P)	= PLAT
P.B.	= PLAT BOOK
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
(℄)	= PROPERTY LINE
RGE.	= RANGE
R/W	= RIGHT OF WAY
SEC.	= SECTION
S.R.	= STATE ROAD
TWP.	= TOWNSHIP

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
DISTRICT 4 SURVEYING AND MAPPING
3400 WEST COMMERCIAL BLVD.
FT. LAUDERDALE, FL 33309
(954) 777 - 4560

Vault\rwmapping\R429936\84060-2500 SR5 SHEET 10\rwps103PART.dgn

FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

REVISION	BY	DATE

STATE ROAD NO. A.1.A — ST. LUCIE COUNTY

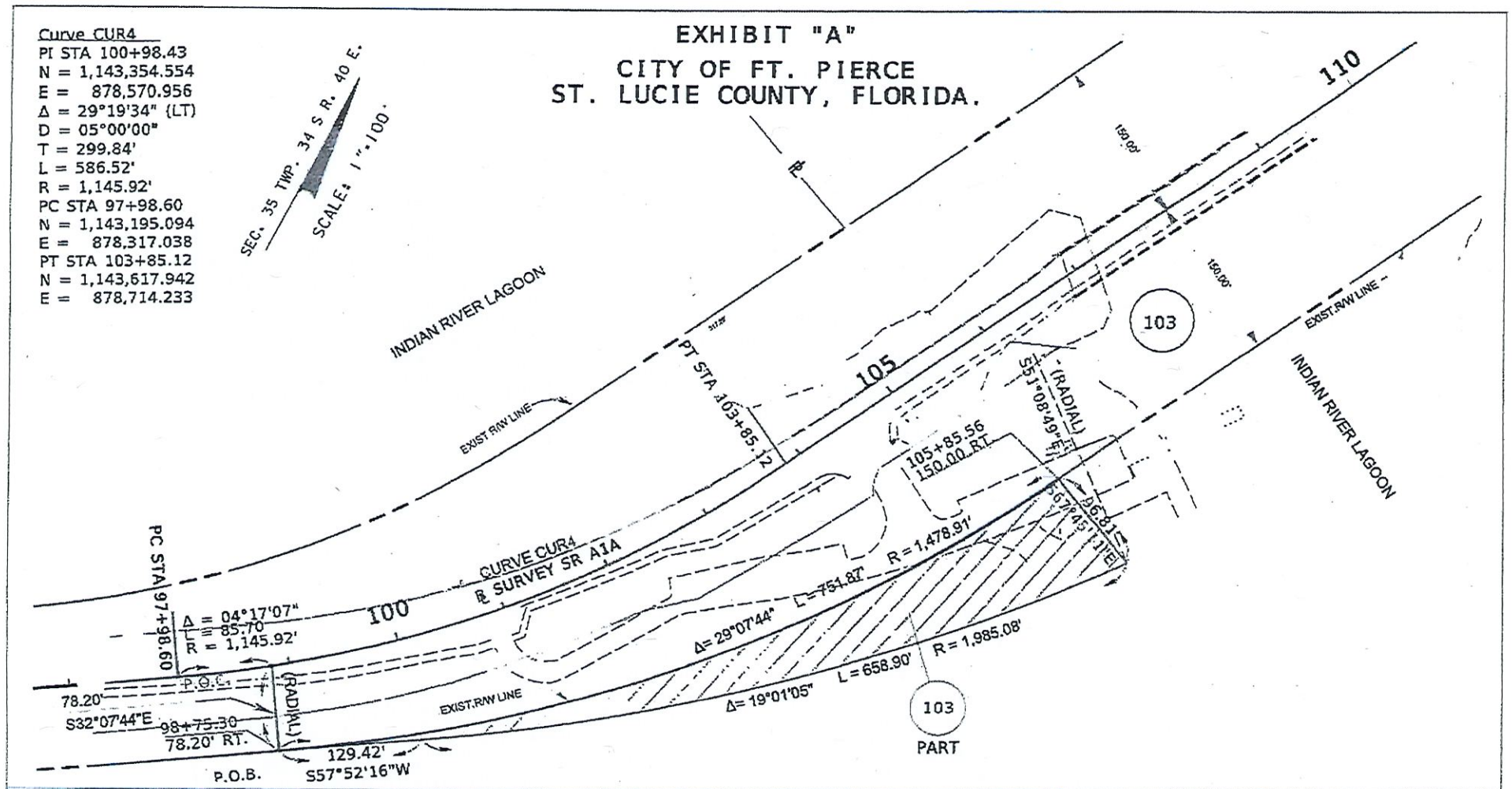
	BY	DATE
DRAWN	Hernandez	10-27-21
CHECKED	Rodriguez	10-27-21

PREPARED BY: FDOT DISTRICT 4 — DATA SOURCE: N/A

ITEM/SEGMENT N/A — SECTION 94060-2500 — SHEET 1 OF 3

EXHIBIT "A"

CITY OF FT. PIERCE
ST. LUCIE COUNTY, FLORIDA.



FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

Vault\rwmapping\R429936\84060-2500 SR5 SHEET 10\rwps103PART.dgn

REVISION	BY	DATE

STATE ROAD NO. A.1.A — ST. LUCIE COUNTY

	BY	DATE
DRAWN	Hernandez	10-27-21
CHECKED	Rodriguez	10-27-21

PREPARED BY: FDOT DISTRICT 4

DATA SOURCE: N/A

ITEM/SEGMENT N/A — SECTION 94060-2500 — SHEET 2 OF 3

EXHIBIT "A"

Surplus Parcel (103 PART)

A portion of land lying on the Northwest One-Quarter (N.W. 1/4) of Section 35, Township 34 South, Range 40 East, St. Lucie County, Florida, as shown on the Florida Department of Transportation Right of Way Map Section 94060-2500 sheet 10 of 20; more particularly described as follows:

Commence at the point of curvature on the existing Baseline of Survey for State Road A.1.A, said point also being station 97+98.60; Thence, along said curve concave Northwesterly through a central angle of 04°17'07", a radius of 1,145.92' and an arc distance of 85.70 feet to a point on said curve, said point also being station 98+75.30; Thence, along the radial line South 32°07'44" East, for a distance of 78.20 feet to a point on the existing Southerly Right of Way line of said State Road A.1.A., said point being the beginning of a none-tangent curve concave Northwesterly, and also being the POINT OF BEGINNING.

Thence, Northeasterly along said curve with a radius of 1478.91 feet through a central angle of 29°07'44" and an arc distance of 751.87 feet to a non-tanget point; Thence South 67°45'11" East, for a distance of 96.81 feet to beginning of a non-tangent curve, which radial line bears South 51°08'49" East; Thence Southwesterly along said curve concave Northwesterly through a central angle of 19°01'05", a radius of 1,985.08 feet, and an arc distance of 658.90 to a point of tangency; Thence South 57°52'16" West, for a distance of 129.42 feet to the POINT OF BEGINNING.

Containing 28,910.00 square feet, more or less.

I hereby certify that the sketch and legal description was prepared under my direction and that said sketch and legal description is in compliance with Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

11/3/2021

Jeffrey D. Smith — Date
Florida Professional Surveyor and Mapper No. 4805
Florida Department of Transportation.
This sketch and legal description or copies thereof is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

Vault\rwmapping\R429936\84060-2500 SR5 SHEET 10\rwps103PART.dgn

FLORIDA DEPARTMENT OF TRANSPORTATION				STATE ROAD NO. A.1.A				ST. LUCIE COUNTY
PARCEL SKETCH - NOT A SURVEY					BY	DATE	PREPARED BY: FDOT DISTRICT 4	DATA SOURCE: N/A
				DRAWN	Hernandez	10-27-21		
				CHECKED	Rodriguez	10-27-21	ITEM/SEGMENT N/A	SECTION 94060-2500 SHEET 3 OF 3
	REVISION	BY	DATE					

CLOSING STATEMENT - SURPLUS PROPERTY SALE

SELLER
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

PURCHASER
City of Fort Pierce
100 North US 1
Fort Pierce, Florida 34950

PROPERTY
See attached Exhibit "A"
Excess Parcel #7247

CLOSING DATE
TBD

AGREED UPON PURCHASE PRICE	$ -
DEPOSIT PAID BY BUYER	$ -
COST OF APPRAISAL	$ -
BALANCE DUE TO SELLER AT CLOSING	$ -

CLOSING COSTS

	SELLER	PURCHASER
Documentary Stamps	$ -	
Plus Recording Fees	$ -	$ 52.50
Plus Simplifile Processing Fee	$ -	$ 2.25
TOTAL CLOSING COSTS	$ -	$ 54.75 **

This amount to be paid by cashier's check written to Simplifile

This amount to be paid by cashier's check written to Simplifile

SUMMARY OF CLOSING

	SELLER		PURCHASER	
Total Purchase Price	$	-	Balance Due to Seller	$ -
Less Deposit plus Cost of Appraisal	$	-	Plus Closing Costs	$ 54.75
BALANCE DUE TO SELLER AT CLOSING	$	-	TOTAL PAYABLE BY PURCHASER	$ 54.75

The parties hereby acknowledge the receipt of a copy of this closing statement and agree to the correctness hereof and authorize and certify the deduction and disbursements of the amounts shown above. The parties hereby acknowledge that, to the best of their knowledge, the credits, expenses and disbursements herein set forth are accurate and correct. In the event there are any errors or omissions contained herein, Seller and Purchaser agree to promptly make the necessary adjustments and to promptly pay any monies due and owing pursuant to such adjustments upon written demand therefore. There shall be no re-proration of taxes after closing.

SELLER
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Property Management Agent — Date: 7-11-2024

PURCHASER
City of Fort Pierce

Signature — Date

NOTE: SELLER TO RECORD QUIT CLAIM DEED

City Commission Regular Meeting - 5:05 pm **13. c.**

Meeting Date: 08/05/2024

Re:

SUBJECT:

Selection of Florida League of Cities Voting Delegate for annual business meeting on Saturday, August 17.

Attachments

FLC Resolutions Packet

Form Review

Form Started By: Linda Cox Started On: 07/18/2024 05:05 PM

Final Approval Date: 07/18/2024



FLC 2024 Annual Conference

Proposed Resolutions

FLC Staff Contact: Allison Payne

Please forward this packet to your city's voting delegate.

FLC
FLORIDA LEAGUE OF CITIES

FLC
FLORIDA LEAGUE OF CITIES

To: Key Officials

From: Jeannie Garner, Executive Director/CEO

Re: Transmittal of the 2024 Proposed Resolutions

Date: July 16, 2024

Attached are the proposed resolutions that are being submitted for consideration by the FLC Resolutions Committee, which will convene on Thursday, August 15, at 4:45 p.m. ET, in conjunction with the League's Annual Conference at the Diplomat Beach Resort, Hollywood, Florida.

The Resolutions Committee is charged with considering official resolutions relating principally to congressional and commemorative issues. The committee will review and vote on each resolution and then forward the committee's recommendations to the League's membership at the Business Session, which will take place on Saturday, August 17, at 9:00 a.m. ET.

It is at the Business Session where the League's voting delegates vote on the Report of the Resolutions Committee. **Please forward this packet to your city's voting delegate in preparation for the Business Session.** Please note proposed resolutions are subject to change by the Resolutions Committee.

If your city still needs to designate a voting delegate, please complete the form included in this packet by July 31.

Should you have any questions, please contact Allison Payne at the League office at (850) 701-3602 or e-mail: apayne@flcities.com.

Attachments

301 S. Bronough St., Suite 300
Tallahassee, FL 32301-1722
P.O. Box 1757
Tallahassee, FL 32302-1757
Phone: 850.222.9684
Fax: 850.222.3806
flcities.com

2024 RESOLUTIONS COMMITTEE

Chair: Michael C. Blake, Mayor, City of Cocoa
First Vice President, Florida League of Cities
Vice Chair: Holly D. Smith, Councilmember, City of Sanibel
Second Vice President, Florida League of Cities

LOCAL AND REGIONAL LEAGUE REPRESENTATIVES

Gib Coerper, Mayor, City of Alachua
President, Alachua County League of Cities
Brian Grainger, Commissioner, City of Panama City
Representative, Bay County League of Cities
Felicia Brunson, Mayor, City of West Park
President, Broward League of Cities
Michael Holland, Mayor, City of Eustis
President, Lake County League of Cities
B.J. Bishop, Commissioner, Town of Longboat Key
President, ManaSota League of Cities
Karyn Cunningham, Mayor, Village of Palmetto Bay
President, Miami-Dade County League of Cities
Scott Black, Mayor, City of Dade City
Chair, Municipal Association of Pasco
Rufus Borom, Commissioner, City of Palatka
President, Northeast Florida League of Cities
Bernie Oder, Councilmember, City of Mary Esther
President, Northwest Florida League of Cities
Daniel Henkel, Mayor, City of Niceville
Vice President, Okaloosa County League of Cities
Chelsea Reed, Mayor, City of Palm Beach Gardens
President, Palm Beach County League of Cities
Morris West, Mayor, City of Haines City
President, Ridge League of Cities
Joanne Ribble, Vice Mayor, Village of Estero
President, Southwest Florida League of Cities
Julie Kennedy, Vice Mayor, City of Melbourne
President, Space Coast League of Cities
Trish Springer, Councilor, City of Seminole
President, Suncoast League of Cities
Terry Bovaird, City Manager, City of Williston
Representative, Suwannee River League of Cities
Ed Dodd, Council Member, City of Sebastian
President, Treasure Coast Regional League of Cities
John Dowless, Mayor, City of Edgewood
President, Tri-County League of Cities
Lois Paritsky, Mayor, Town of Ponce Inlet
President, Volusia League of Cities

FLC COMMITTEE REPRESENTATIVES

Joe Kyles, Mayor, City of South Bay
Chair, Finance, Taxation and Personnel Committee
Bill Schaetzle, Council Member, City of Niceville
Chair, Land Use and Economic Development Committee
NanDrycka King Albert, Councilmember, City of Midway
Chair, Municipal Administration Committee
Nancy Sikes-Kline, Mayor, City of St. Augustine
Chair, Transportation and Intergovernmental Relations Committee
Denise Horland, Councilmember, City of Plantation
Chair, Utilities, Natural Resources and Public Works Committee
Rufus Borom, Commissioner, City of Palatka
Chair, Advocacy Committee
Bob Mayersohn, Commissioner, City of Parkland
Chair, Federal Action Strike Team

MUNICIPAL STAFF ASSOCIATION REPRESENTATIVES

Patricia J. Burke, MPA, MMC, RLO, Town Clerk-Manager, Town of Palm Shores
President, Florida Association of City Clerks
Alton L. "Rip" Colvin, Jr., Executive Director, Justice Administration Commission
President, Florida Government Finance Officers Association
Michael P. Pleus, ICMA-CM, City Manager, City of DeLand
Representative, Florida City and County Management Association

AT LARGE MEMBERS

Traci L. Callari, Commissioner, City of Hollywood
Tyler Payne, Mayor, City of Treasure Island
Marlene Wagner, Vice Mayor, City of Lake Hamilton

2024 Annual Conference
Florida League of Cities, Inc.
August 15-17, 2024
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2024.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: *erussell@flcities.com*

Proposed Florida League of Cities
2024 Resolutions

1. City of Cooper City
2. Florida City Government Week
3. Hazard Mitigation Grants

1. City of Cooper City

2024-01

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., EXPRESSING APPRECIATION TO THE CITY OF COOPER CITY AND THE BROWARD LEAGUE OF CITIES FOR THEIR SUPPORT OF GREG ROSS AS PRESIDENT OF THE FLORIDA LEAGUE OF CITIES.

WHEREAS, Greg Ross, Mayor of the City of Cooper City, served as President of the Florida League of Cities (FLC) from 2023-2024; and

WHEREAS, the citizens, Commissioners and staff of the City of Cooper City were understanding of the demands placed upon Mayor Ross in his role as President of the FLC; and

WHEREAS, during his presidency, Mayor Ross focused on the Serving Our Cities initiative, which centered around intentional collaboration, expanded education and respectful public service; and

WHEREAS, the membership and staff of the FLC recognize that the commitment of the City of Cooper City and the Broward League of Cities to Mayor Ross' presidency ensured his active participation in FLC activities and unselfish service to the FLC and it permitted him to successfully promote the programs, projects and philosophy of the FLC during the past year; and

WHEREAS, the membership and staff of the FLC also wish to recognize and personally thank Mary Lou Tighe, the Broward League of Cities Executive Director, all of the dedicated City of Cooper City staff and members of the Broward League of Cities for their efforts in providing outstanding assistance to President Ross and FLC staff in coordinating his duties with the City and with the FLC, and all City staff went above and beyond the call of duty and their outstanding contributions to this effort are applauded and greatly appreciated.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.

Section 1. The FLC membership and staff do officially and personally appreciate the commitment the City of Cooper City's citizens, Commissioners and staff made to Mayor Ross' presidency.

Section 2. The FLC membership and staff also appreciate the support and commitment from the Broward League of Cities to ensure President Ross had a successful year as FLC President.

Section 3. A copy of this resolution be presented to the City of Cooper City and the Broward League of Cities.

PASSED AND ADOPTED by the Florida League of Cities, Inc. in conference assembled at the League's 2024 Annual Conference at the Diplomat Beach Resort in Hollywood, FL, this 17th Day of August 2024.

_____

Michael C. Blake, First Vice President
Florida League of Cities, Inc.
Mayor, City of Cocoa

ATTEST: _____

Jeannie Garner, Executive Director/CEO
Florida League of Cities, Inc.

Submitted by: FLC Staff

2. Florida City Government Week

2024-02

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., RECOGNIZING THE WEEK OF OCTOBER 21-27, 2024, AS "FLORIDA CITY GOVERNMENT WEEK" AND ENCOURAGING ALL FLORIDA CITY OFFICIALS TO SUPPORT THIS CELEBRATION BY PARTICIPATING IN FLORIDA CITY GOVERNMENT WEEK ACTIVITIES.

WHEREAS, city government is the government closest to the people and the one with the most direct daily impact upon its residents; and

WHEREAS, city government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of the services provided by cities and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the significant role played by city government in our lives and to spread the word to all Floridians that they can shape and influence this level of government, which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of activities.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc., encourages all city officials, city employees, school officials and citizens to participate in events that recognize and celebrate Florida City Government Week.

Section 2. A copy of this resolution be provided to the membership of the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 2024 Annual Conference at the Diplomat Beach Resort in Hollywood, FL, this 17th Day of August 2024.

_____

Greg Ross, President
Florida League of Cities, Inc.

Mayor, City of Cooper City

ATTEST: _____
Jeannie Garner, Executive Director/CEO
Florida League of Cities, Inc.

Submitted by: FLC Staff

3. Hazard Mitigation Grants

2024-03

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING CONGRESS TO REFORM AND INCREASE FUNDING TO THE HAZARD MITIGATION ASSISTANCE GRANT PROGRAMS.

WHEREAS, natural disasters, including hurricanes, floods, wildfires and earthquakes, pose an ongoing threat to communities in Florida and across the United States and result in loss of life, property damage and economic hardship; and

WHEREAS, Hazard Mitigation Assistance (HMA) grants, administered by the Federal Emergency Management Agency (FEMA), provide crucial funding for projects that reduce or eliminate long-term risk to people and property from natural disasters; and

WHEREAS, the HMA program includes the Pre-Disaster Mitigation (PDM) grant program, the Flood Mitigation Assistance (FMA) grant program, the Building Resilience Infrastructure and Communities (BRIC) grant program and the Hazard Mitigation Grant Program (HMGP), all of which are essential in helping communities prepare for and recover from natural disasters; and

WHEREAS, current funding levels for the grants within the HMA Program are insufficient to meet the growing demand for mitigation projects, which leaves many communities vulnerable to the devastating impacts of natural disasters; and

WHEREAS, there continues to be a dire need for reforms to the HMA Program to streamline the application process, prioritize equitable and cost-effective distribution of funds and increase support for underserved and disadvantaged communities disproportionately affected by natural hazards; and

WHEREAS, strengthening the HMA Program would provide additional support for state and local governments working to implement effective hazard mitigation strategies, increase resilience and promote sustainable development in vulnerable areas; and

WHEREAS, a study from the National Institute of Building Sciences found that every dollar spent on disaster mitigation saves six dollars in future disaster costs, which reduces the long-term burden on taxpayers; and

WHEREAS, investing in hazard mitigation is not only a matter of public safety but also an investment in the economic stability and resilience of communities across the nation.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc. urges the United States Congress to increase funding for Hazard Mitigation Assistance Grants to meet the rising needs of communities facing natural hazards.

Section 2. The Florida League of Cities, Inc. calls upon Congress to implement reforms to the HMA Program that streamline the application process, prioritize equitable and cost-effective distribution of funds and provide targeted support for underserved and disadvantaged communities.

Section 3. A copy of this resolution be sent to President Joe Biden, the Florida congressional delegation, the National League of Cities and the membership of the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 2024 Annual Conference at the Diplomat Beach Resort in Hollywood, FL, this 17th Day of August 2024.

_____

Greg Ross, President
Florida League of Cities, Inc.
Mayor, City of Cooper City

ATTEST: _____
Jeannie Garner, Executive Director/CEO
Florida League of Cities, Inc.

Submitted by: Mayor Ken Welch, City of St. Petersburg

City Commission Regular Meeting - 5:05 pm **13. d.**

Meeting Date: 08/05/2024

Re: Planning Board

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Submission of applications to serve on the Planning Board.

SUMMARY:

The term of Anton Kreisl, at-large member, expires on 8/16/2024. He is currently serving as the Board Chair and is seeking reappointment. Additional applications have been received and are attached for consideration.

RECOMMENDATION:

Select an at-large member.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Communications

Attachments

Brown, Andrew
Davis, KeAndrea
Hewitt, David
Kreisl, Anton
Munne, David
Racine, Miki
Ramiagan, Akash
Sands, Wesley
Tomes, Benjamin
Veillard-Byrd, Edlyn

Form Review

Form Started By: Linda Cox Started On: 07/03/2024 12:09 PM
Final Approval Date: 07/03/2024

Print

Application For Appointment/Reappointment - Submission #22601

Date Submitted: 7/29/2024

Name of Board or Boards for which you are applying:*

City Planning Board

Name:*

Andrew Brown

Home Address:*

721 Quincy Ave

City:* **State:*** **Zip:***

fort pierce | FL | 34950

How long at this address?* **Telephone Number***

10 | 77240873497

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Pastor

Employer:*

N/A

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

As a pastor, within my community, I have a great relationship with citizens of our community from the elderly to youth and well-known by many.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

NOT TO MY KNOWLEDGE

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Ella Hodge-Wimes

Applicant Email Address:*

n/a

Date:*

7/29/2024

Applicant's Signature:*

ANDREW BROWN

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #22574

Date Submitted: 7/11/2024

Name of Board or Boards for which you are applying:*

Planning Board

Name:*

KeAndrea Davis

Home Address:*

2514 Mohawk Ave

City:* | **State:*** | **Zip:***

Fort Pierce | FL | 34946

How long at this address?* | **Telephone Number***

27 | 7727086128

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Assistant City Attorney

Employer:*

City of Riviera Beach

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Florida licensed, local government attorney with experience in contracting, procurement, development services, and city governance. I research land use and other development issues regularly and work closely with the planning department. I am also a licensed Florida Real Estate Sales Associate. Very knowledgeable of the City of Fort Pierce as a lifetime resident.

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Historic Preservation Board, Board of Adjustment, AHAC

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

City staff and via city email communications

Applicant Email Address:*

davisk711@gmail.com

Date:*

7/11/2024

Applicant's Signature:*

KeAndrea Davis

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #22578

Date Submitted: 7/14/2024

Name of Board or Boards for which you are applying:*

Planning Board

Name:*

David Hewitt

Home Address:*

5109 Joyous Pl

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

7 months

Telephone Number*

772-268-7100

If less than two years, provide prior address:

2050 Oleander Blvd 7-306, Fort Pierce, FL, 34950

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Principal Chemist and Head of operations

Employer:*

Brewer International

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I'm in upper management at Brewer International as a Principal Chemist and head of operations with exposure to all aspects of the business. Also, I have been an educator for over 14 years, teaching Chemistry at high school, and collegiate levels, most recently at IRSC.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Sister-in-law

Applicant Email Address:*

droh2012@proton.me

Date:*

07/12/2024

Applicant's Signature:*

David Hewitt

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

David Hewitt Resume 2024.pdf

David Hewitt

Fort Pierce, FL, 34950
droh2012@gmail.com · (772) 259-6720
https://linkedin.com/in/david-hewitt2012

Proven track record in strategic planning, operational leadership, and advising on sales and marketing strategies. Highly motivated chemist with extensive experience in organic and polymer synthesis, research, and upper management. Expertise in polymer design, characterization, and formulation for specific applications. Skilled in advanced analytical techniques and laboratory instrument maintenance. Certified in the fundamentals of the Bioscience Industry commercialization process.

Education

Doctor of Philosophy Candidate in Chemistry, 2019 – Stony Brook University, Stony Brook, NY

Master of Science in Chemistry, 2012 – CUNY, City College, New York, NY

Bachelor of Science in Chemistry, 2007 – University of Guyana, Georgetown, Guyana

Professional Experience

Brewer International
Principal Chemist, Head of Operation, and Advisor in Sales and Marketing Strategies
Oct 2022 – Present

- Lead the development and implementation of new chemical processes and products.
- Oversee day-to-day operations, ensuring compliance with safety and quality standards.
- Advise upper management on strategic initiatives, research directions, and sales and marketing strategies.
- Manage cross-functional teams to achieve operational excellence and drive innovation.

Indian River State College
Master Instructor of Chemistry
Aug 2020 – July 2022

- Delivered high-quality instruction in chemistry, fostering a supportive learning environment.
    - Lecture courses: Introduction to General Chemistry, General Chemistry I and II, and Organic Chemistry I and II
    - Lab courses: General Chemistry I and II labs, and Organic Chemistry I and II labs
- Developed curriculum and assessment materials aligned with academic standards.
- Mentored students in their academic and professional development.

Rasmussen College
Adjunct General Chemistry Instructor
Jan 2020 – June 2020

Continued...

- Taught general chemistry courses to undergraduate students via technology connecting residential classrooms at various campuses through virtual telepresence system.
- Developed and graded assignments, exams, and lab exercises.

Stony Brook University
Graduate Teaching Assistant
Aug 2013 – May 2019

- Managed undergraduate organic chemistry lab section while supporting group discussions.
- Assisted in teaching undergraduate chemistry courses and labs.
- Provided tutoring and support to students to enhance their understanding of course material.

CUNY – City College
Adjunct Chemistry Professor
Aug 2011 – May 2013

- Taught undergraduate chemistry courses.
- Developed and delivered lectures, labs, and assessments.

Vector Marketing Corporation
Sales Rep Assistant and District Manager
Feb 2009 – Aug 2010

- Managed sales operations and trained new sales representatives.
- Developed and implemented sales strategies to achieve targets.
- Obtained multiple sales promotion and recruiting awards

Stewartville Secondary School
High School Science Teacher
Sept 2006 – Aug 2007

- Taught science subjects to high school students in Guyana.
- Developed lesson plans and conducted experiments to enhance learning.

Publications

1. **Hewitt, D. R. O**. and Grubbs, R. B. "Amine-Catalyzed Chain Polymerization of Ethyl Glyoxylate from Alcohol and Thiol Initiators." ACS Macro Letters 2021, 10, 370-374.https://doi.org/10.1021/acsmacrolett.0c00865)
2. Yin, X., **Hewitt, D. R. O.**, Zheng, B., Yu, X., Carr, A. J., Grubbs. R. B., Bhatia. S. R. (2022). Aqueous Assembly and Hydrogel Rheology of Sustainable Glyoxylate-Based Copolymers. ACS Appl. Polym. Mater. https://pubs.acs.org/doi/10.1021/acsapm.2c00542.
3. Yin, X., **Hewitt, D. R. O.**, Zheng, B., Heroux, L. A., Quah, S. P., Stanley, C. B., Grubbs, R. B., Bhatia, S. R. (2021). Effect of stereochemistry on nanoscale assembly of ABA triblock copolymers with crystalline blocks. Polymer, 223, ISSN 0032-3861. https://doi.org/10.1016/j.polymer.2021.123683

4. Yin, X., **Hewitt, D. R. O.**, Preston, A. N., Heroux, L. A., Agamalian, M. M., Quah, S. P., Khalifah, P. G., Grubbs, R. B., Bhatia, S. R. (2019). Hierarchical assembly in PLA-PEO-PLA hydrogels with crystalline domains and effect of block stereochemistry. Colloids and Surfaces B: Biointerfaces, 180, 102–109. https://doi.org/10.1016/j.colsurfb.2019.04.031
5. Yin, X., **Hewitt, D. R. O.**, Quah, S. P., Zheng, B., Mattei, G. S., Khalifah, P. G., Bhatia, S. R. (2018). Impact of stereochemistry on rheology and nanostructure of PLA-PEO-PLA triblocks: Stiff gels at intermediate l/d-lactide ratios. Soft Matter, 14(35), 7255–7263. https://doi.org/10.1039/c8sm01559g

Community Service

- Financial Peace University Coordinator, Fort Pierce, FL
- Community Student Mentors (CSM) Mentor, Stony Brook University
- Lab Safety Officer, Grubbs Research Group, Stony Brook, NY
- Research Experience for Undergraduates (REU) Mentor, Stony Brook University
- Volunteer Math and Science Teacher/Tutor, Brooklyn Community Services (AEEP), Brooklyn, NY
- Volunteer Science Teacher, Stewartville Secondary School, W.C.D, Guyana

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Planning Board

Name: Anton Kreisl	Phone: 760-616-1299
Home Address: 1321 D Peppertree Trail Fort Pierce, FL 34950 City/Zip Code:	How long at this address? 5 years
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: Electrical Designer/AudioEngineer	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ■ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ■ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No If yes, state the business and location: OCI Associates Consulting Engineers Fort Pierce Office - 181 Meleody Lane Fort Pierce Florida 34950	
Do you have special training or knowledge in the area of: Architecture: ■ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ■ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Experience: 6 years Electrical Engineering for commercial/residential building design (2016 to current). 4 Years Electrical Contracting. (2012 -2016) 3 years General Contracting (2002-2005)	
Are you currently a member of a Commission-appointed board/committee? ■ Yes ☐ No If yes, please specify: Parking Committee	
Have you ever been convicted of a felony? ☐ Yes ■ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Michjael Broderick	Applicant Email Address: akreisl@ociassociates.com
Date: 6/8/22	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Print

Application For Appointment/Reappointment - Submission #22573

Date Submitted: 7/10/2024

Name of Board or Boards for which you are applying:*

Planning board

Name:*

David munne

Home Address:*

1510 Faber court

City:*

Fort Pierce

State:*

FL

Zip:*

34949

How long at this address?*

15 years

Telephone Number*

7729710602

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Service technician

Employer:*

Tri-sea stabilizers

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [x] Yes
- [ ] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [ ] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Retired 22 years coast guard chief electrician. Have been stationed all around Florida and have a vast knowledge of the state.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Facebook post

Applicant Email Address:*

Dmunne4045@hotmail.com

Date:*

7/10/24

Applicant's Signature:*

David munne

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #22577

Date Submitted: 7/14/2024

Name of Board or Boards for which you are applying:*

Planning Board & FUPA

Name:*

Miki Racine

Home Address:*

5420 Amusement Avenue

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

2 years

Telephone Number*

954-478-4066

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Licensed Public Adjuster

Employer:*

Progressive Insurance

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

Media Company, specializing in digital media & photography

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I am currently a licensed Florida Public Adjuster. I know and understand how to assess and mitigate risk for an organization. I currently hold a Bachelor's Degree in Management and have been gainfully employed in Restaurant Management for over 10 years & Property Casualty Insurance Industry for over 5 years. I know how to work collaboratively with others to support organizational goals.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Facebook post

Applicant Email Address:*

Miki.Racine@Yahoo.com

Date:*

7/14/24

Applicant's Signature:*

Miki Racine

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

MRacine Main Resume .docx

Miki Racine **(954)-478-4066**

EDUCATION:

Broward College, Fort Lauderdale, FL

Bachelors of Applied Science: Supervision & Management

PROFESSIONAL EXPERIENCE:

Progressive Insurance Company **June 2019-Present**

Claims Supervisor:

Responsible for continuous onboarding and training of new hires. Provide oversight for a team of claims representatives including but not limited to the planning of staff work schedules, evaluation of their performance and the results they achieve. Acts as a coach and technical resource for the team. Accountable for day-to-day management processes such as, performance management, coaching and development, and training of claims representatives. Worked alongside Management to review existing business processes and results- to identify trends, create action plans to address problem areas and boost team efficiency.

Jamba Juice **October 2010–March 2019**

District Manager:

Led all aspects of operations of the Jamba Juice brand for 7 stores throughout an assigned territory. Responsibilities included being an ambassador of Jamba's vision & mission statement, Local Store Marketing, Strategic Planning, Business Analysis, Revenue Management, Purchasing, Project Management, Coaching, Training and Development

LEADERSHIP:

2021 Accelerated Development Program- Graduate **March 2021**

- Selected for this highly competitive program to improve leadership skills, accelerate development and learn about various aspects of Progressive business.

Progressive Insurance: East Zone General Manager Award **November 2020**

Was one of only 138 recipients of this prestigious honor among over 5,800 employees. Recognized by Senior Leaders of the claims organization for achieving outstanding results, leadership and having a positive impact on the work environment.

SKILLS & ADDITIONAL INFORMATION:

Languages Spoken: English, Haitian Creole

Print

Application For Appointment/Reappointment - Submission #22583

Date Submitted: 7/17/2024

Name of Board or Boards for which you are applying:*

The City Planning Board

Name:*

Akash Ramlagan

Home Address:*

5116 Watersong Way

City:*

Fort Pierce

State:*

FL

Zip:*

34949

How long at this address?*

2 years

Telephone Number*

3472392790

If less than two years, provide prior address:

2301 Okeechobee rd

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Business Owner

Employer:*

Jackson Drugs

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

2301 Okeechobee Rd Fort Pierce FL 34950

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

fort pierce

Are you employed by a business that is located within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, state the business and location:

Jackson Drugs 2301 Okeechobee Rd Fort Pierce FL 34950

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I will bring my 24 years of experience in Management, and retail setting

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [ ] Yes
- [x] No

Referred by:*

Natasha Ramlagan

Applicant Email Address:*

natasha@jacksonrx.com

Date:*

07/17/2024

Applicant's Signature:*

Akash Ramlagan

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: BEAUTIFICATION PLANNING BOARD

Name: WESLEY A. SANDS JR.	Phone: 310-210-8313
Home Address: City/Zip Code: 309 SOUTH 23RD ST. FT. PIERCE, FL 34950	How long at this address? 3.5 YRS
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: RETIRED ARMY (2020)	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No If yes, in what capacity? SECURITY, PLANNING & LOGISTICS	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): FAMU - CRIMINAL JUSTICE / POLITICAL SCIENCE - FMU - MASTERS BUSINESS ADMIN MILITARY POLICE OFFICER (MAJOR) PLANNED TRAINING FOR 17 AFRICAN COUNTRIES GREEN BELT - LEAN SIX SIGMA	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: ARNOLD GAINES	Applicant Email Address: WESSANDS@GMAIL.COM
Date: 7 FEB 2024	Applicant's Signature Wesley Sands

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Print

Application For Appointment/Reappointment - Submission #22588

Date Submitted: 7/22/2024

Name of Board or Boards for which you are applying:*

Arts and Culture Advisory Board, Historic Preservation Board, Planning Board, Sunrise Theatre Advisory Board

Name:*

Benjamin Tomes

Home Address:*

713 S 10th St

City:*

FORT PIERCE

State:*

FL

Zip:*

34950

How long at this address?*

6 years

Telephone Number*

2623917617

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Broker

Employer:*

Cannabis10x

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

WEED Inc, Medicinal Cannabis Education 501c3 Nonprofit

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [x] Yes
- [ ] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I was a High School Teacher for 24 years between two states, and had a prolific coaching career in High School and Professional Sports, having cornered 7 fights in the UFC, and made the 2nd oldest debut in MMA History just two years ago. I am a trained educator and Historian, and have published three books and have a newly copyrighted script up for bids in Hollywood. I have done extensive research on local history, and have worked extensively in urban environments and challenging situations. I'm also a talented graphic artist bring with me an intrinsic drive and pattern of working tirelessly to meet goals.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Marty Sanders

Applicant Email Address:*

coachtomes@hotmail.com

Date:*

07/22/2024

Applicant's Signature:*

Benjamin Michael Tomes

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Ben Tomes 2023 Resume.pdf



BENJAMIN TOMES

KNOWLEDGE TRANSFER SPECIALIST
DIRECTOR OF APPLIED SPORT VIOLENCE
MISCELLANEOUS MEDIA WARLOCK
STRUGGLING STUDENT WHISPERER

PROFILE

I am an experienced urban educator and digital content creator that takes pride in finding resourceful ways to blend education with technology and entertainment. I am many things. Among them; a talented author, a creative designer of engaging class materials, an inspiring public speaker, a high-profile coach, beloved teacher, social and culturally responsive person, dedicated parent, and above all else, a genuine and unique personality.

EDUCATION

CESA 7 Teacher Prep Program
Carroll University, BA in History/Education
UW-Whitewater, License for Special Ed.
JST Coaching, Certification: ADHD Life Coach

AWARDS

2002 National Coach of the Year (WUSA)
2005 Coach of Influence (Sports Illustrated)
2003 Feature, PBS Documentary, City Kids

CONTACT INFO

Mobile (262) 391-7617
Email coachtomes@hotmail.com
Address 713 S 10th St,
Fort Pierce, FL, 34950
Website www.coachtomes.com

Full work history available on LinkedIn. Click LinkedIn logo to view.

WHAT I DO BEST



- Teaching
- Writing
- Coaching/Peer Mentoring
- Creative Problem Solving
- Utilize Educational Technology
- Learning New Platforms and Programs
- On Air Communication and Teaching
- Historical/Online Research and Development
- Work With Different Cultures and Unique Populations
- Content Creation and Curriculum Design

WORK EXPERIENCE

2015-Present TRAINER/COACH TOTL Package LLC

- Responsible for training professional fighters, including 4 currently on the UFC Roster, at several locations.
- Frequently appear on world-wide broadcasts, including PPV, FOX, ESPN, AXS, UFC Fight Pass, and SpikeTV.
- Drafting full-curriculum for distribution to other gyms, with video database and remote training for coaches.
- Create promotional materials in-house for fighters and different gyms I service with the LLC.
- Spent much of 2023 preparing business plan to open my own facility.
- Publisher of three books, with one more ready for release.
- Distribute original historical recreations and cannabis-based artwork to various stores, such as the Hemp Collective of Fort Pierce.

2020-2022 VIRTUAL TEACHER EDMENTUM

- Successfully serving as teacher of record for 196 students in virtual setting..
- Executed lively live lessons with high engagement for students in 8 different Social Studies courses.
- Developed unique tech-based assignments for range of ages from 6th-12th grade.
- Utilized a high-quality weekly newsletter to communicate with schools, parents and students.
- Served as resource for students looking to learn about African American history.
- Maintained weekly help desk hours and home office hours.

2017-2020 TEACHER/HEAD COACH CARMEN NORTHWEST HS

- Created an engaging, tech-based, paperless, culturally relevant US History curriculum from scratch.
- Stellar classroom manager in challenging environment with zero class removals in 3 full school years.
- Led wrestling team to 1st Conference Title in 28 years in 2nd season .
- Twice-voted Most Admired Teacher by the student body.

2015-2017 TEACHER/DEAN OF STUDENTS WOODLANDS ELEMENTARY

- Led Special Education Department as lone full-time teacher and manager of 4 aides.
- Overhauled department, streamlining IEP dates and improving facilities and services.
- Served as Disciplinary Dean, successfully handling over 1,000 incidents.

2011-2015 INSTRUCTOR/DIGITAL MARKETER BRENSTEN EDUCATION

- Created online courses for the college video database, as well as instructing courses in-person to adults in the General Education and Digital Marketing programs.
- Taught adults at three satellite campuses through online class broadcasting technology.
- Designed a large number of courses from scratch, creating materials, curriculum and assessments.
- Led project management of several small business projects, creating websites, coordinating social media, and content creation.

CURRENT TRADE TOOLS

Canva
Illustrator
Premier
Photoshop
Wix
Podcasting



Print

Application For Appointment/Reappointment - Submission #22593

Date Submitted: 7/25/2024

Name of Board or Boards for which you are applying:*

1-Planning Board, 2-Civil Services Appeal Board, 3- Parks Advisory Committe 4-Community Redevelopment Agency

Name:*

Edlyn Veillard-Byrd

Home Address:*

1211 North 24th Street

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

North 24th st

Telephone Number*

7722674691

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Teacher

Employer:*

St Lucie County School System

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I have been an educator for over 10 years in St Lucie County and a volunteer working alone with various organizations within our community.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

POSTING ON WEBSITE

Applicant Email Address:*

edlyneveillard@aol.com

Date:*

07/25/2024

Applicant's Signature:*

Edlyn Byrd

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

City Commission Regular Meeting - 5:05 pm **15. a.**

Meeting Date: 08/05/2024

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

City Manager's Report

Form Review

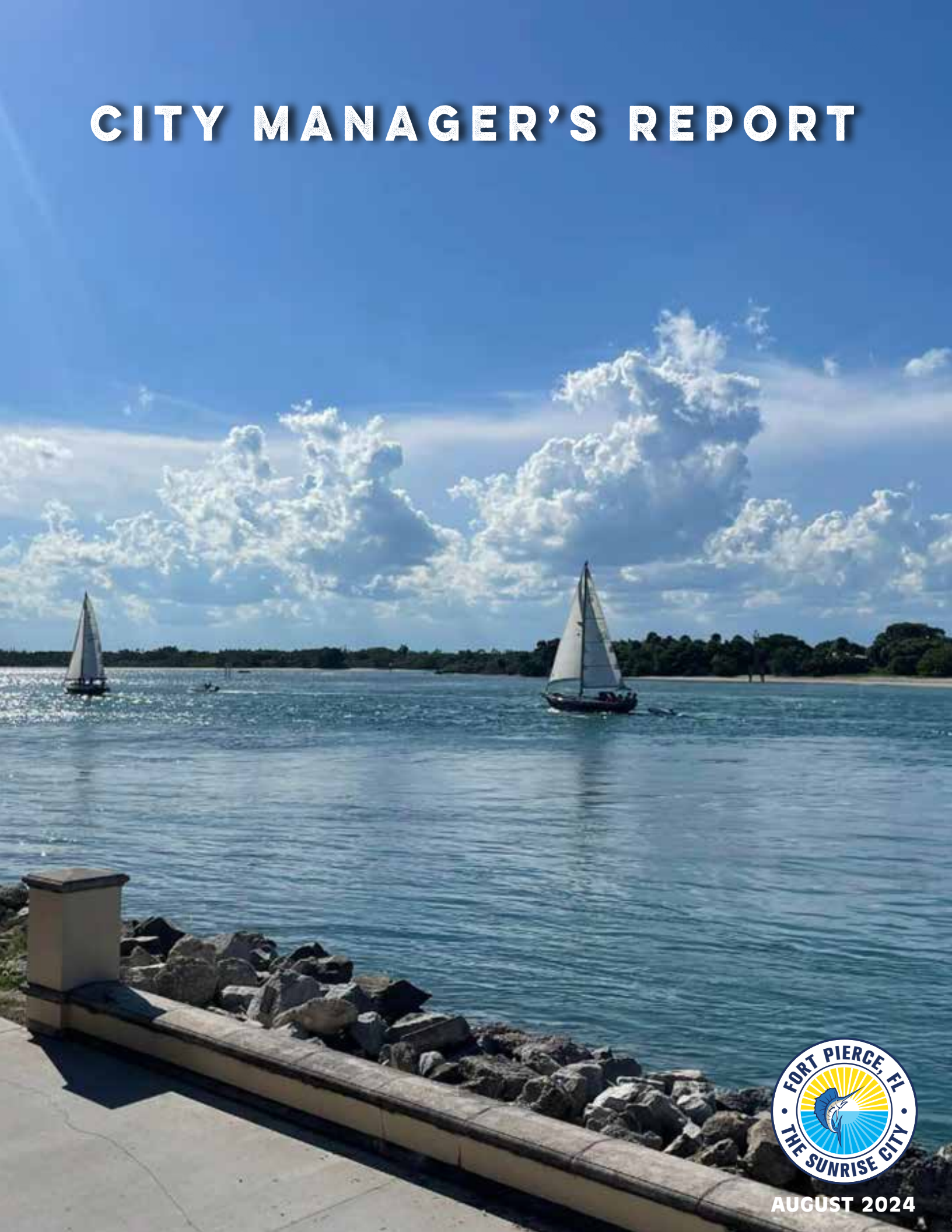
Form Started By: Jennifer Robinson Started On: 07/22/2024 11:26 AM

Final Approval Date: 07/22/2024

City Manager's Purchase Order Approvals between $10,000 to $50,000 from July 1,2024 through July 31, 2024

Department	Vendor Name	Description	Total Amount	Budget Code	Fund Description
ANIMAL CENTER	VCA TRI-COUNTY	Veterinary Services - Sick Visits/Other Medical	$10,000.00	4074700-531820 PROFESSIONAL SVC/VET MISC	ANIMAL SHELTER
ANIMAL CENTER	VCA TRI-COUNTY	Pcard Veterinary Services - Dog Sterilization	$15,000.00	4074700-531810 PROFESSIONAL SVC/VET STERILIZ	ANIMAL SHELTER
ANIMAL CENTER	VCA TRI-COUNTY	Pcard Veterinary Services - Cat Sterilization	$18,000.00	4074700-531810 PROFESSIONAL SVC/VET STERILIZ	ANIMAL SHELTER
CITY MANAGER	MAIN STREET OF FORT PIERCE,INC	2024 New Year's Eve Fireworks	$27,000.00	0016000-583950 COMMUNITY SPONSOR/FIREWORKS	ADMINISTRATIVE
ENGINEERING	KIMLEY-HORN AND ASSOCIATES, INC	Approval of Kimley-Horn's Change Order No. 1 (SA N	$16,000.00	0016000-563100 IMPROV OTHER/ROADS & BRIDGE	ADMINISTRATIVE
ENGINEERING	FORT PIERCE UTILITIES AUTHORITY	IHGC Expansion Phase I - Site Lighting	$18,862.44	1111111-563200 IMPROV OTHER/OTHER IMPROVE	PARK IMPACT FEES
ENGINEERING	URBAN SDK, INC.	Software Renewal package for City's Traffic System	$24,500.00	0014400-534920 CONTRACTUAL SVC/CLOSED LOOP	ENGINEERING
GRANTS ADMINISTRATION	PATRIOT RESPONSE GROUP, LLC	B. Eutize -CDBG Rehabilitation - 317 N. 26th Stree	$46,325.00	1039002-583100 OTHER GRANTS & AIDS/REHAB	CDBG GRANTS & AID
INFORMATION TECHNOLOGY	DELL MARKETING, L.P.	System refresh - FPAAC	$11,205.00	4074700-564100 EQUIPMENT & MACHINERY/OFFICE	ANIMAL SHELTER
INFORMATION TECHNOLOGY	EGNYTE, INC.	EGNYTE PLATFORM SUBSCRIPTION - ENTERPRISE	$11,265.38	0012500-546750 REPAIR & MAINTEN/SOFTWARE	INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY	T-MOBILE USA, INC.	PCard Blanket - AirCard Mobile Service (992872945)	$15,000.00	0012500-599993 PO CLEARING ACCOUNT	INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY	CLOVER SYSTEMS OF ORLANDO INC	Power 9 System Maintenance	$17,981.03	0012500-546700 REPAIR & MAINTEN/COMPUTER	INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY	INFO-TECH RESEARCH GROUP INC	INFO-TECH PROFESSIONAL SERVICES	$20,277.84	0012500-546750 REPAIR & MAINTEN/SOFTWARE	INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY	DELL MARKETING, L.P.	System refresh - Finance department	$20,985.00	0016000-564100 EQUIPMENT & MACHINERY/OFFICE	ADMINISTRATIVE
POLICE - STAFF	B&H PHOTO	Cameras & Tripods for Crime Scene	$11,773.80	1013005-564100 EQUIPMENT & MACHINERY/OFFICE	POLICE GRANT
PW - COMMUNITY CENTER	VARSITY SPIRIT FASHIONS & SUPPLIES LLC	2024 Firehawk Cheer Uniforms	$27,335.18	0014008-549920 OTHER CURRENT CHRG/YOUTH ACT	COMMUNITY CENTER
PW - COMMUNITY CENTER	EVOLUTION TEAM APPAREL	Firehawk Football Uniforms 2024	$37,695.00	0014008-549920 OTHER CURRENT CHRG/YOUTH ACT	COMMUNITY CENTER

CITY MANAGER'S REPORT



AUGUST 2024

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COVER PHOTO:
Taken by Angie Mata

Community Commitment Shines through Cleanup Efforts

Despite having to cancel two cleanups this year, Our Mothers Village Inc. remained committed to showing their appreciation, pride, and dedication to keeping Fort Pierce beautiful.

On Tuesday, July 2, they successfully completed a cleanup starting at 25th Street down to Orange Avenue. Their goal is to inspire others in the community to join them in keeping their surroundings clean.

Clean communities are more than just visually appealing; they contribute to the overall well-being of residents. Cleaner neighborhoods foster a sense of pride and ownership, encouraging people to take better care of their surroundings. This positive environment attracts new businesses and residents, boosting property values and driving economic growth. By involving the youth, they instill a sense of responsibility and pride in the next generation, ensuring a cleaner, healthier community for years to come.

Our Mothers Village is determined to continue their efforts to keep Fort Pierce beautiful. Their voluntary community cleanups not only improve the appearance of the neighborhoods but also promote a sense of pride and responsibility among residents. They encourage everyone to join them in their mission to maintain a clean and welcoming environment. Together, we can make a lasting impact on our community.







Renovation of Historic Jac to House Fort Pierce H

Renovations are underway on the historic Jackie L. Caynon Sr. Building in Fort Pierce, soon to become the City of Fort Pierce Highwaymen Museum. The museum's soft opening is scheduled for December, followed by a grand opening in February. This $513,945 project is primarily funded by a Florida Department of State African-American Cultural and Historical Grant, with additional support from the Fort Pierce Redevelopment Agency. The museum will feature art exhibitions and programs showcasing the struggles and triumphs of the Highwaymen, a group of 26 Black artists from the mid-1950s who sold their Florida landscape paintings along highways due to racial segregation.

Preserving the Legacy of the Highwaymen
The Highwaymen, including one woman, began their work in the mid-1950s, creating and selling art as an escape from laboring in the citrus and tomato fields. Racial segregation excluded their work from galleries, forcing them to sell their paintings along highways, in hotels, and offices for about $25 each. By the end of the 20th century, it is estimated that over 200,000 paintings were sold.

The Highwaymen's art holds a significant place in Florida's cultural history. These artists captured the state's natural beauty in their vibrant paintings, which have become highly collectible. The museum



ckie L. Caynon Sr. Building Highwaymen Museum

will provide a space to celebrate their contributions and explore the broader narrative of African-American history and resilience.

The Fort Pierce Highwaymen Museum will offer educational programs and exhibits designed to engage visitors of all ages. These initiatives will highlight the challenges faced by the Highwaymen and their determination to succeed despite societal barriers. Through these programs, the museum hopes to inspire a new generation of artists and historians.

The renovation of the Jackie L. Caynon Sr. Building has garnered strong community support. Local organizations and residents have come together to ensure the success of the museum. The Fort Pierce Redevelopment Agency's involvement underscores the importance of preserving this cultural landmark.

As the museum prepares for its opening, future plans include expanding its collection and developing partnerships with other cultural institutions. These efforts will enhance the museum's offerings and provide visitors with a comprehensive understanding of the Highwaymen's impact on art and society.





From left to right:
Delores Hogan-Johnson, Doretha Hair-Truesdell, and Jacquelyne Showers

PRESERVING THE LEGACY OF THE HIGHWAYMEN

Doretha Hair Truesdell, President of the Original Florida Hall of Fame Highwaymen and widow of founding member Alfred Hair, expressed her excitement about the museum. She noted that this project has been over 20 years in the making. The museum aims not only to preserve the Highwaymen's legacy but also to educate the public on the historical context and significance of their work.

The transformation of the historic Jackie L. Caynon Sr. Building into the Fort Pierce Highwaymen Museum is a testament to the resilience and creativity of the Highwaymen artists. This museum will serve as a lasting tribute to their legacy, educating the public and celebrating the rich cultural history of Fort Pierce. Through its exhibitions and programs, the museum will continue to inspire and educate future generations about the importance of art and history in overcoming adversity.



CITY MARINA REVENUE REPORT

	APRIL		MAY		JUNE
Dockage Reservations	242		240		151
Monthly Dockage	$156,308.13		$210,842.33		$140,280.65
Transient Dockage	$135,869.49		$110,990.22		$73,078.75
Electricity	$10,618.44		$8,769.51		$5,212.00
Retail	$26,805.54		$28,161.50		$17,857.21
Gas Sales	$127,226.44		$111,820.53		$92,170.13
Diesel Sales	$127,226.44		$146,066.01		$100,694.16
TOTALS	**$577,576.63**		**$616,650.10**		**$429,292.90**



Indian Hills **Golf Course**

Feelin' Hot, Hot, Hot…..Wow, it's been scorching lately!! It definitely helps us in the fact that warmer temps accelerate the grass growth, but it certainly is difficult to keep your energy up as you get through the 4 hour round of golf.

Please make sure that when you are enjoying summer golf in these blazing temperatures, you drink PLENTY of liquids and make sure you keep an eye on your playing partners as well. Drinking plenty of water and Sport Drinks to replace electrolytes and eating snacks in the way of peanuts or protein bars are important to replace the salts that are lost through sweating.

A little help from Mother Nature in the way of the recent steady afternoon showers has gone a long way to our improvement. The greens are in excellent shape and our fairways are improving every day! The organic liquid fertilizers we have been using combined with the hot temperatures have the fairway grass moving quickly. We



have been aggressively treating weeds and we have applied an insect application to improve the health of the roots of the fairway turf. Our second greens aeration is scheduled for early September and will be based on weather at the time.

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please tell a friend….or two! If there's something,we can improve upon…tell US so we can keep getting better! We thank all of our members and guests for their support, and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

MONTHLY SALES REPORT

	MAY 2024	JUNE 2024
Golf Rounds	2,776	2,581
Golf Fees	$68,266.08	$64,648.53
Range Tokens	$2,562.11	$1,845.92
Membership Fees	$908.12	$482.79
Food & Beverages	$7,867.46	$8,734.84
Merchandise	$4,554.38	$3,972.64
TOTAL	**$84,158.15**	**$79,684.72**

Ohio Avenue (US Highway 1 to 11th Street)

Phase 1 (Sunrise to 11th Street) remaining work includes the last lift of asphalt and final striping.

Phase 2 (US 1 to Sunrise) potable water, sanitary sewer, and drainage construction have been completed. The contractor is currently finalizing the installation of the Type "F" curb and gutter, 6' wide concrete sidewalks, and the driveway aprons. In addition, the subgrade and the base for the roadway is currently under construction. Construction completion is scheduled for September 2024.



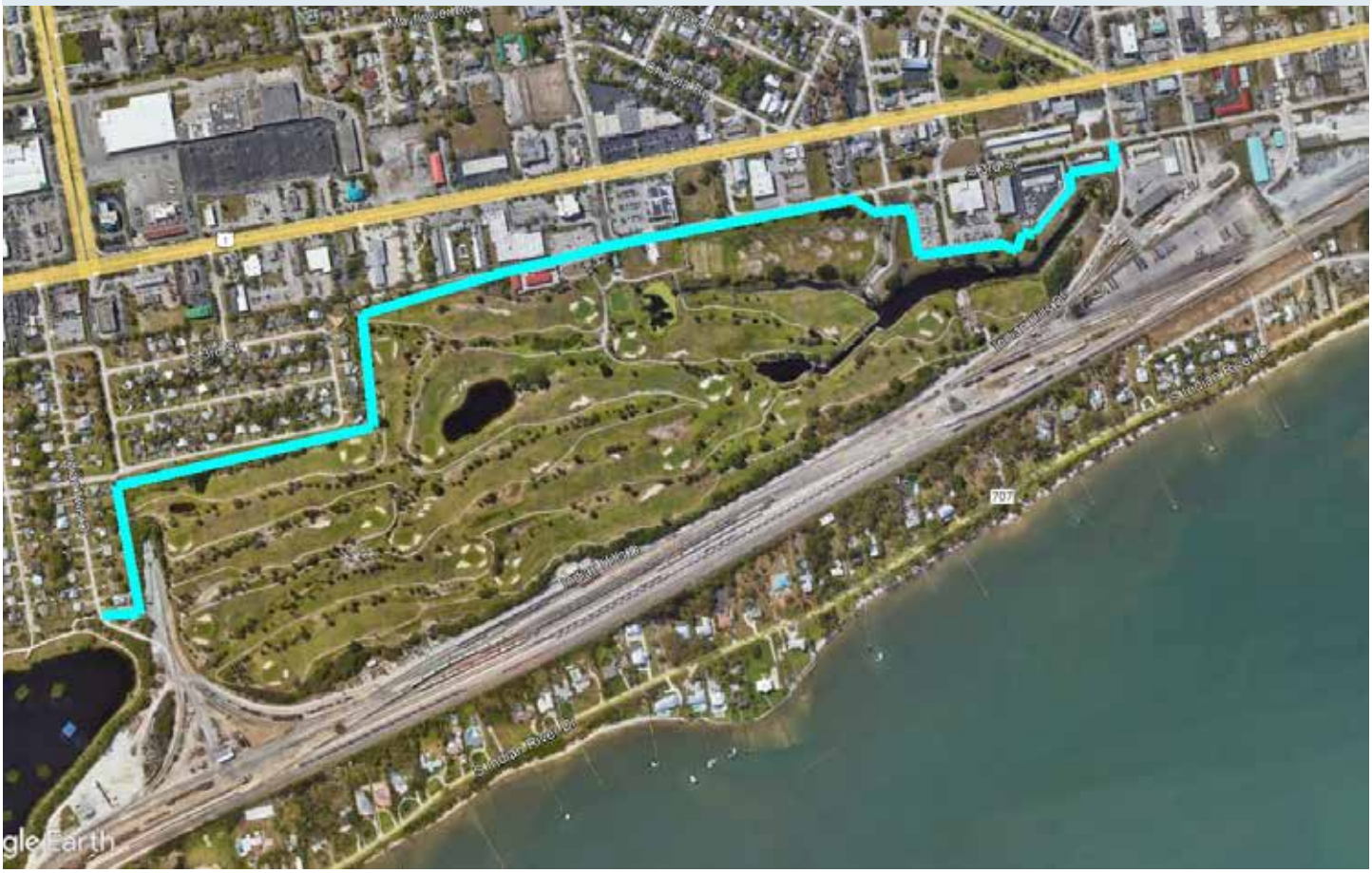
Phase 2 Sidewalk



Phase 2 Sidewalk and 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. A Kick-Off meeting was held with the consultant on July 10. The consultant has begun gathering data for the safety analysis with the first public meeting targeted for October.

Avenue D (29th Street to US 1)

The City sent final documents to FDOT on July 12 and we are awaiting a Notice to Proceed to advertise for bids. The City anticipates advertising the project for bids in August 2024.

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 has been approved and staff is waiting for the change order to be applied to the Purchase Order.

Former JC Penney Parking Lot

Plans are complete, and staff is requesting a quote from our paving contractor to complete the work.

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. A Kick-Off meeting was held with the consultant who provided a schedule that conforms to the FDOT schedule. The Initial Phase Submittal is due to FDOT October 2024.

THE FORT PIERCE POLICE DEPARTMENT INVITES YOU TO JOIN US FOR

NATIONAL NIGHT OUT 2024

Tuesday, August 6, 2024 5:30 – 7:30 PM

Location: River Walk Center
600 Indian River Drive
Fort Pierce, FL 34950

Come and meet your Community Police Officers and members of the Citizen Observation Patrol (C.O.P.) Unit!

Chief Diane Hobley-Burney



Event Includes:

- Light Refreshments
- Children's Fingerprint Station
- Meet and Greet with Specialized Units
  - K-9
  - Crime Scene Investigations
  - Victim Services
  - Community Engagement
  - Crime Analysis
  - Records Department
- Vehicle Displays
- And More!

For questions, please contact Sgt Jeffrey Wachendorfer at (772) 467-6957.



Fort Pierce Police Department's Unity in Our Community



The Fort Pierce Police Department recently held its 6th Annual "Unity In Our Community" event on Wednesday, July 17, 2024, at the Fort Pierce Recreation Center located at 903 S. 21st Street. This event, the largest hosted by the Department, aims to build stronger relationships within the community. Every year, we look forward to collaborating with our stakeholders and community leaders to provide resources that empower our citizens towards success.

This free event was brimming with fun, games, music, entertainment, face painting, and food galore. With around 600 attendees, there was something for everyone, from the very young to our seniors.





Attendees had the chance to interact with our training unit, view a taser demonstration, and try out our scenario-based simulator. These activities provided an insightful glimpse into the daily operations and training of our officers.

The event also featured an array of local talent. The St. Lucie Ballet performed an awe-inspiring routine, and our very own K-9 Officers demonstrated the unique synchronicity between the K-9s and their handlers. The performances by Trenise Frazier, Pastor Kenny Robinson, Corey T and Lady Robinson, David Robinson, and Raven Lawrence had everyone singing along, embodying the event's spirit of unity and joy. The afternoon concluded with an original motivational rap by De'Vayvion Dreher, leaving the audience energized and inspired.

With approximately 50 vendors in attendance, the event offered a wide range of resources from local businesses, healthcare organizations, social organizations, and local city and county departments. These vendors provided valuable information and services to attendees, fostering a sense of community support and collaboration.

We extend our heartfelt thanks to our sponsors: Cassidy's Ice, City of Fort Pierce, Fort Pierce Housing Authority, Glades Media Radio Group, ICryo Recovery and Wellness, In the Image of Christ, Los Balkanes Bakery, Natalie's Orchid Island Juice Company, St. Lucie County Children's Services Council, TastyKake Discount Bakery Store, and a host of anonymous donors. Your support, along with that of our vendors, was instrumental in making this year's event a tremendous success.







2101 S JENKINS RD

Sitework has begun at the intersection of Jenkins Road and Graham Road where eight apartment buildings, five garage buildings, a fitness center and a clubhouse are about to be built. The stormwater retention areas, drainage systems, and underground utilities are being placed before vertical construction can begin.







4515 ENERGY RD

Construction is ongoing of the Fort Pierce Utilities Authority Mainland Water Reclamation Facility. The reclaim storage tank may look complete from the outside, but this high specialized structure and systems have a substantial amount of work to be completed inside. The walls of the AquaNereda treatment basins have been erected, concrete slabs are being poured, and structural work is ongoing. Meanwhile, footing steel and rebar has been placed for the Administration and Maintenance Building as vertical construction begins.



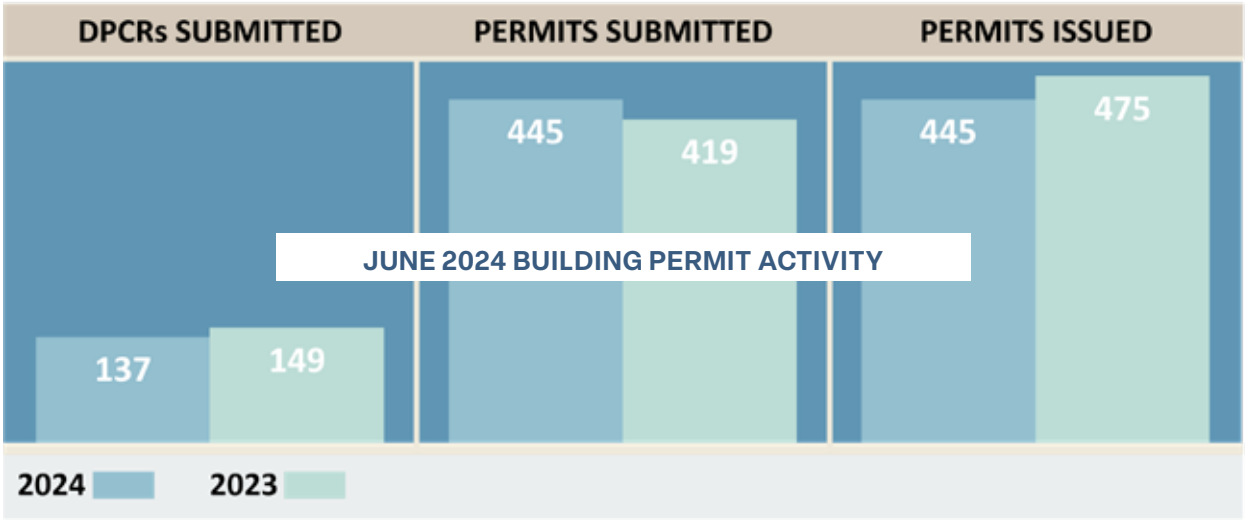


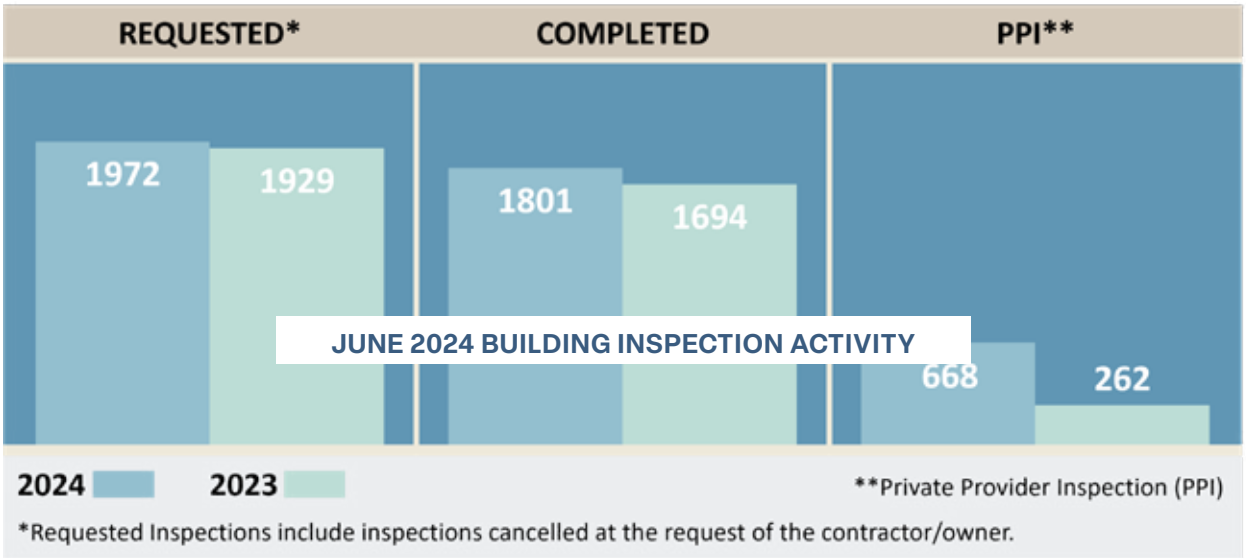


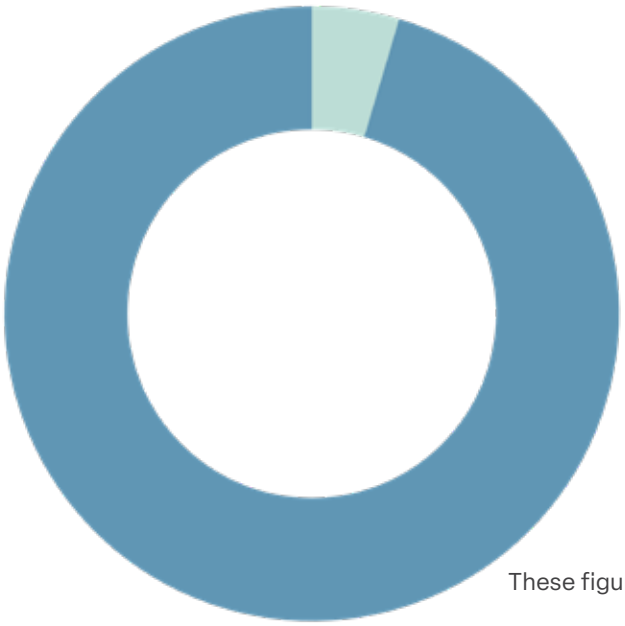
5340 S US HWY 1

Construction has begun at Twins Car Wash on US Highway 1, just south of Midway Road. Underground drainage is being constructed in the front of the property alongside US Highway 1. This inspection was included during one of the footing inspections for the car wash building. Due to the complexity of the project, the carwash building is being inspected in phases as agreed upon between the contractor and the Building Official.







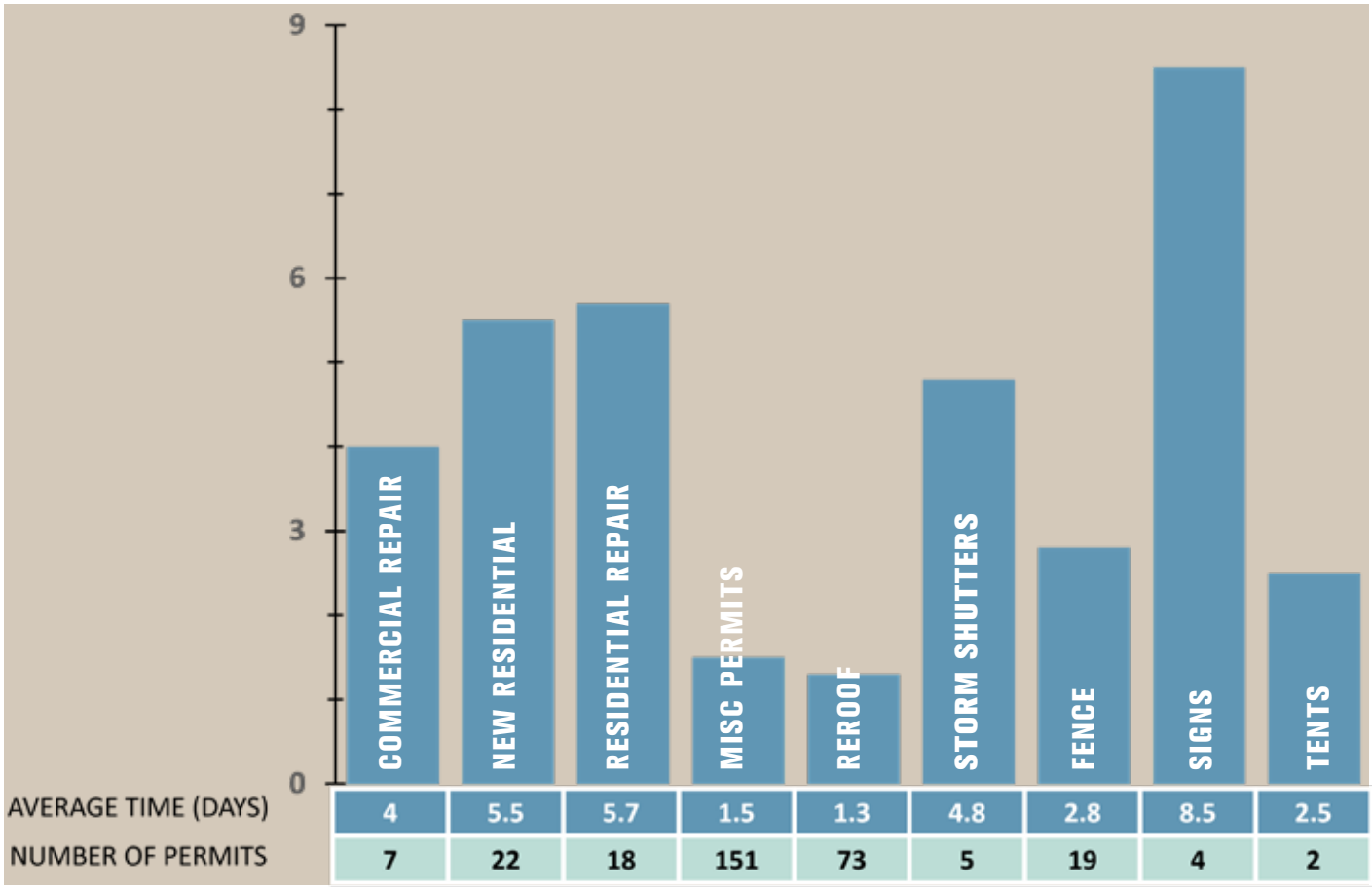


JUNE 2024 NEW CONSTRUCTION VALUES

$650,000	NEW SITEWORK PERMITS
$13,501,493	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in June 2024 for New Construction

JUNE 2024 PLAN REVIEW PROCESSING TIME



	COMMERCIAL REPAIR	NEW RESIDENTIAL	RESIDENTIAL REPAIR	MISC PERMITS	REROOF	STORM SHUTTERS	FENCE	SIGNS	TENTS
AVERAGE TIME (DAYS)	4	5.5	5.7	1.5	1.3	4.8	2.8	8.5	2.5
NUMBER OF PERMITS	7	22	18	151	73	5	19	4	2

SUNRISE THEATRE

2024/25 SHOWS NOW ON SALE!



ELI YOUNG BAND

OCT 11



ROB SCHNEIDER

OCT 19



TAYTAY DANCE PARTY

OCT 25



NURSE JOHN

NOV 1



HOTEL CALIFORNIA

NOV 3



MANNHIEM STEAMROLLER

NOV 15



THE SPINNNERS

NOV 16



BRIAN REGAN

DEC 7



A1A JIMMY BUFFETT SHOW

JAN 31



RUMOURS FLEETWOOD MAC TRIBUTE

FEB 7



GET THE LED OUT

MAR 20



Unlock Exclusive Benefits at the Sunrise Theatre

It's the perfect time to consider supporting the Sunrise Theatre through a membership. Enjoy advanced notice, priority seating, private lounge access, and more, depending on the membership level! A Sunrise Theatre Membership is your gateway to experiencing the best live entertainment on the Treasure Coast with a variety of benefits, starting at just $75 and lasting the entire year! All memberships are valid from June 1st to May 31st. For more about membership, please visit: Sunrise Theatre Membership or call our Box Office at 772.461.4775.

As a member, you receive advanced notice of upcoming shows, giving you the first chance to secure your tickets before they go on sale to the general public. This means you'll always have the best seats in the house. Enjoy the comfort and exclusivity of our private lounge, accessible only to members. It's the perfect spot to relax before the show or during intermission, making your theatre experience even more special.

The Sunrise Theatre is renowned for hosting a wide array of live performances, from concerts and comedy shows to theatrical productions and dance performances. By becoming a member of the Sunrise Theatre, you're not only enhancing your entertainment experience but also supporting a vital cultural institution in your community. Your membership helps sustain the theatre and allows it to continue bringing high-quality performances to the Treasure Coast.

Joining is simple. Visit our membership page for more information or call our Box Office at 772.461.4775. Our friendly staff will help you choose the best membership level for you and answer any questions you may have.

Don't miss out on the incredible benefits and exclusive perks that come with a Sunrise Theatre membership. Join today and become a part of the Sunrise Theatre family!

Planning Determinations



Kings Highway Commerce Center

The City Commission approved a site plan application for Kings Highway Commerce Center to construct two flex-space buildings totaling 390,000 square feet of office and warehouse distribution space with associated site improvements on the northeast corner of South Kings Highway and White Road in Fort Pierce.



Family Fun Center

A Family Fun Center was granted conditional use to open at Florida Nexus Park, located at 2765 Peters Road. At 13,600 sq. ft., Play Money will occupy seven plaza bays and offer games which are set on free play. A wristband format for unlimited play access to games such as pinball and skee ball means that no coins or cards are required.

June 2024 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Rental Housing Complaint	1	1	1.0	11.0	-	-	-	-
Unpermitted Construction Activity	-	-	-	-	1	1	0.0	0.0
General	3	1	0.0	0.0	4	0	2.8	0.0
Ilegal Dumping	1	0	0.0	0.0	-	-	-	-
Outside Storage/Junk/Trash	4	1	11.6	0.6	4	2	10.3	0.0
Tall Grass/Overgrown Landscaping	3	1	10.0	0.2	4	1	3.9	6.4
Drainage Issues	-	-	-	-	1	0	1.1	0.0
Roadway Construction	1	0	0.0	0.0	-	-	-	-
Traffic Signal	1	0	0.0	0.0	-	-	-	-
Pothole	2	0	2.5	0.0	3	1	1.1	2.1
Street Light	-	-	-	-	2	0	0.6	0.0
Street Sign	-	-	-	-	1	0	12.0	0.0
Trash and Recycling	1	0	7.2	0.0	3	1	3.0	3.0
Trees	3	2	4.8	6.1	1	0	0.0	0.0
TOTALS	**20**	**7**	**7.1**	**2.6**	**25**	**6**	**3.4**	**1.9**

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

Welcome New Businesses



POPPA TOM'S SEAFOOD SPECIALTIES LLC

MAGANA, LINDA

GARA,MERCEDES VALENCIA

HERRERA RAMOS, EMERITA CONCEPEION

VILLAFANEZ VELAZQUEZ,ANA LAURA

MARTIN PEREIRA,YUNIA

DA GRACA GONCALVES, ADALMARY CRISTINA

TORRES, DIANA

ALL PRO ACQUISITION INC.

ST LUCIE AFFORDABLE AUTO SALES INC

A.S. FORT PIERCE INC

HILARIO.US DBA FORT PIERCE PIT STOP

JOI ENTERPRISES BY JESSICA BOATWRIGHT

IMG MARINE, LLC

KEMP, RICHARD

ILLUSION IV HYDRATION AND MEDSPA

NO WORRIES

KATIRGIS, OLGA

AT LAST I'M FREE COUNSELING & COACHING

N S N 88 INC

TREASURE COAST REALTY GROUP

HOLISTIC ESTHETICS LLC

GEORGOPULOS, YVONNE

MIND BODY SOULUTIONS, LLC

CBS LABS, LLC



River Walk Center Sales Report - June 2024

classes	parks permits	special events	facilities
$1,386.14	$2,825	$4,676.22	$11,319.64

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."