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

CITY COMMISSION AGENDA

Regular Meeting - Monday, June 2, 2025 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Pastor Jose Martinez with Jesus is King Church, Inc.

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of the Minutes of the May 19, 2025 Special Meeting.

6. **PROCLAMATIONS**

   a. National Garden Week

7. **LETTERS TO COMMISSION**

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 and acceptance of the Florida Department of Law Enforcement (FDLE) FY23 – Project Safe Neighborhoods – Southern District of Florida (PSS) Grant Program, award number W1002 in the amount of $181,338 to be used to purchase specialized equipment, overtime for officers and mentors participating in Operation Cease Fire through the Courageous Kids Program and R.I.C.H. House, along with overtime for civilian staff of the Police Department assigned to assist the officers and mentors.

b. Approval of the Florida Department of Law Enforcement (FDLE) FY23 JAG - Countywide Grant Award Agreement in the amount of $34,041.67

c. Approval of the Amendment to the grant agreement between the State of Florida, the Department of State and the City of Fort Pierce extending the grant period for the Highwaymen Museum project to December 31, 2025.

d. Approval of letter of support on behalf of the Treasure Coast Food Bank in their submission of a T-Mobile Hometown Grant for their Food Distribution Center.

e. Acceptance of the St. Lucie County Regional Resilience Vulnerability Assessment Final Report.

f. Approval of Amendment No. 1 to Agreement No. 24PLN31 for the City of Fort Pierce Comprehensive Vulnerability Assessment FDEP Resilient Florida Grant Agreement in the amount of $159,665.00.

g. Approval of expenditure from the City Commission to use funds from the Law Enforcement Trust Fund, not to exceed $24,000 to purchase needed safety equipment for Officers.

h. Approval of Kimley-Horn and Associates, Inc. Specific Authorization No. 10 for the City of Fort Pierce Comprehensive Vulnerability Assessment FDEP Resilient Florida Grant Agreement in the amount not to exceed $159,665.00.

i. Approval of Second Amendment to the Amended and Restated MOU for the Smart City Initiative with FPUA.

j. Approval of Increase of Purchase Order No.250544 - Jack Hammer Audio from $50,000 to $80,000 for monthly sound equipment rental at the Sunrise Theatre.

k. Approval of expenditure of Building Department funds in the amount of $153,000.00 to renew the Forerunner Software proposal for a three (3) year term.

l. Approval of the Fort Pierce Youth Council's recommendations for the recipients of the City of Fort Pierce Youth Award: Hollice Fortune, Humanitarian Award; Jose Hernandez, Student Athlete Award; and Milan Taylor, Visionary Award - Students will be recognized at a future City Commission meeting.

12. **PUBLIC HEARINGS**

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

a. Quasi-Judicial Hearing - Review and Approval of an application for a Major Site Plan (Development Review & Design Review) by property owner, Mehul Patel, and representative, PHMI WS Fort Pierce LLC, to construct a four-story, one-hundred and twenty-two (122) room hotel, grossing approximately 48,100 square feet with associated site improvements, located at 2480 South Jenkins Road in Fort Pierce, FL, more specifically located at Parcel Control Number: 2419-232-0003-000-6.

13. **CITY COMMISSION**

a. Resolution 25-R43 appointing Clarice Jean as an at-large member of the Fort Pierce Youth Council.

b. Resolution 25-R44 appointing Allyson Mendez as Commissioner Gaines' appointee to the Board of Adjustment.

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. a.**

Meeting Date: 06/02/2025

Re: Approval of the Minutes of the May 19, 2025 Special Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes of the May 19, 2025 Special Meeting.

Attachments

05.19.2025 Special Meeting

Form Review

Form Started By: Latoya Ransom Started On: 05/28/2025 09:06 AM

Final Approval Date: 05/28/2025

MINUTES OF A SPECIAL MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 9 A.M. ON MONDAY, MAY 19, 2025.

1. CALL TO ORDER

Mayor Hudson called the May 19, 2025 Special Meeting of the City Commission to order at 9:00 A.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Staff Present: City Manager Richard Chess
City Attorney Sara Hedges
City Clerk Linda Cox

4. 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 fifteen 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.

Linnes Finney

Joyce Jackson

Hazel Hoylman

Larry Lee, Jr.

Delores Hogan-Johnson

Marjorie Harrell

Pinkie Hendley

Luke Lewis

Mario Wilcox

Larry Croom

Sidney Ferguson

Brian Scott Dodd

Charlie Hayek

Kim Johnson

Jean Leroy

Pearl Davis Liverpool

Lisa Mobley

5. NEW BUSINESS

a. Follow up discussion from the May 12, 2025 City Commission meeting regarding the final report conducted by the Center for Public Safety Management and the status of the Police Chief's employment.

City Manager, Richard Chess, submitted into record the resignation of Chief Burney received by email on May 18, 2025, and indicated that he had accepted it.

City Attorney, Sara Hedges, provided the options for the Commission and Chief Burney's contract.

Mayor Hudson asked Ms. Hedges to provide the charter language which she provided.

Mayor Hudson commented on the need to complete the discussion of the results of the final report conducted by the Center for Public Safety Management and that there are things that must be considered moving forward, including funding, the leadership of the police department, and the resignation of Chief Hobley-Burney.

The Commission discussed the leadership of the police department, structural concerns including funding and pay scale, due process, challenges with accepting the resignation, concerns with meetings with staff, resolutions to the funding issue, cost of implementing the suggestions of the CPSM, consideration of the Sheriff's Department.

The Commission inquired on the severance package and what triggers it, voluntary resignation compensation, continuation of benefits options.

Ms. Hedges clarified that the severance is not available with resignation and provided the terms if terminated and deferred to human resources for additional details.

Mr. Chess clarified the life and health benefits for 90 days and commented on receiving a number from the Finance Director on the cost of implementing the recommendations of the CPSM.

Jared Sorenson, Human Resources Manager, explained the available options after separation.

Commissioner Taylor addressed concerns posed by the Commission.

Commissioner Johnson commented on the remarks made by Commissioner Taylor.

Commissioner Gaines requested that the survey being discussed and Chief Burney's letter of resignation be added to the agenda.

City Clerk, Linda Cox, commented that the items had been attached to the agenda.

Mr. Chess commented that he had questions regarding the survey information and inquired on the participants and how they were selected.

Commissioner Johnson expressed his concern with how the survey was presented and would like clarification of the data.

Commissioner Broderick addressed the resignation and the vacancy.

Commissioner Gaines inquired on the next steps in addressing the vacancy.

Mayor Hudson requested the direction this would move by Mr. Chess.

Mr. Chess explained his directions and recommendations.

Motion was made by Commissioner James Taylor, seconded by Commissioner Michael Broderick to accept Chief Burney's resignation with administrative leave of 90 days per the contract, effective May 19, 2025.

AYE: Commissioner Michael Broderick, Mayor Linda Hudson, Commissioner James Taylor

NAY: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr.

Passed

Mr. Chess recommended Deputy Chief Ridle as Acting Chief of Police.

Deputy Chief of Police Robert Ridle commented that he would accept the acting position until a new chief is selected.

Mr. Sorenson inquired on compensation.

Ms. Hedges commented that compensation should be handled normally unless directed additionally by the City Manager.

Mayor Hudson explained that the police department is managed by the City Manager.

Ms. Hedges clarified the role the Commission plays in this decision and the steps once a new chief has been selected.

Commissioner Gaines clarified the details of the vote.

Ms. Hedges commented on the administrative leave time frame and suggested Mr. Chess provide a recommendation prior to the 90 days.

Commissioner Johnson requested clarification of the role of acting and interim chief.

Motion was made by Commissioner James Taylor, seconded by Commissioner Michael Broderick to accept Deputy Chief Robert Ridle as Acting Chief of Police for the next 90 days.

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

Passed

Mr. Chess commented on his respect for the leadership of the police department and his passion for the employees.

The Commission discussed the direction of recruitment and the utilization of a search firm.

Mr. Sorenson provided background on the recruitment of the City Manager and how it affected the human resources department. The department is willing to take on the search but is open to a recruitment firm.

Mayor Hudson commented that a search firm was utilized for the previous chief search.

Commissioner Broderick suggested analyzing capital expenses as there is a significant issue as the Commission needs data.

Mr. Chess commented on the budget, including capital expenses and the capital budget, which makes the City available for additional funding. The City is currently focusing on a five-year plan and its approval.

Commissioner Gaines asked that the community be considered when the special meetings are scheduled.

6. ADJOURNMENT

Mayor Hudson adjourned the meeting at 11:11 A.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **6. a.**

Meeting Date: 06/02/2025

Re: National Garden Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

National Garden Week

Attachments

National Garden Week

Form Review

Form Started By: Latoya Ransom Started On: 05/05/2025 09:11 AM

Final Approval Date: 05/05/2025

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, Gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

WHEREAS, Gardeners seek to add beauty, splendor, fragrance and nutrition to our lives through the growing of herbs, vegetables, foliage and flowers; and

WHEREAS, Gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

WHEREAS, Gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and

WHEREAS, Gardening furnishes a challenging and productive activity for our citizens, for those just learning as well as those having years of experience; and

WHEREAS, Gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our life, teaches that rewards can come from diligent efforts; and

WHEREAS, Gardening enables members of Garden Clubs across the nation and the world to make a world of difference in the communities where they reside and work;

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of June 1-7 as:

National Garden Week

and acknowledge the importance of Gardening and the numerous contributions of Gardeners.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 2nd day of June 2025.

MAYOR/COMMISSIONER

City Commission Regular Meeting **11. a.**

Meeting Date: 06/02/2025

Re: Approval of Award Agreement from the Florida Department of Law Enforcement

Submitted For: Diane Hobley-Burney, Chief of Police, Police Department

---

SUBJECT:

Approval and acceptance of the Florida Department of Law Enforcement (FDLE) FY23 – Project Safe Neighborhoods – Southern District of Florida (PSS) Grant Program, award number W1002 in the amount of $181,338 to be used to purchase specialized equipment, overtime for officers and mentors participating in Operation Cease Fire through the Courageous Kids Program and R.I.C.H. House, along with overtime for civilian staff of the Police Department assigned to assist the officers and mentors.

SUMMARY:

The Department has tentatively been awarded funding from the Florida Department of Law Enforcement, FY23—Project Safe Neighborhoods—Southern District of Florida (PSS-SDFL). The approved award amount is $181,338. Accepting the award requires the City Mayor to sign the Award Agreement.

This grant does not require a match.

The document has been submitted to the City Attorney's Office and has been approved for Form and Correctness.

RECOMMENDATION:

Staff recommends approval of the Award Agreement.

ALTERNATIVES:

Do not approve the Award Agreement; subsequently, funds will not be awarded.

RESPONSIBLE STAFF:

Robert Ridle, Deputy Chief

COORDINATED WITH:

Jason Braun, Captain
Melissa Alexander, Grant Coordinator

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025-2026
Account:	1013005.xxxxxx
Amount:	$181,338.00

FISCAL IMPACT:

Multiple Police Grant accounts will be used for this grant.
This grant is 100% funding of expenses and does not require a local match.

Attachments

PSN FY23 Award Agreement

PSN FY23 Legal Review

PSN FY22 Signed Award Agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/22/2025 09:52 AM
City Manager	Richard Chess	05/23/2025 10:27 AM
Form Started By: Melissa Alexander		Started On: 04/22/2025 08:21 AM
Final Approval Date: 05/23/2025		

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Fort Pierce

Recipient SAM UEI: HD7SD9PNKNA5

Award Number: W1002

Award Period: 04/01/2025 – 09/30/2026

Award Title: W1002 - FY23 PSN(S) - Operation Cease Fire

Federal Funds: $181,338.00

Matching Funds: $0.00

Total Funds: $181,338.00

CFDA: 16.609

Federal Award Number: 15PBJA-23-GG-02443-GUNP

Federal Program: Project Safe Neighborhoods - Southern District of FL (PSS)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Fort Pierce (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix B)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department’s grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state’s Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: W1002
Award Title: W1002 - FY23 PSN(S) - Operation Cease Fire
Award Period: 04/01/2025 – 09/30/2026

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Fort Pierce

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Linda Hudson, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: Diane Hobley-Burney, Chief of Police

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number:	W1002
Recipient:	City of Fort Pierce
Award Title:	W1002 - FY23 PSN(S) - Operation Cease Fire
Award Period:	04/01/2025 - 09/30/2026

Problem Identification

The City of Fort Pierce endures a higher than national average unemployment rate of 5.3%. This impacts local crime rates, particularly among youth and young adults in the city. Incidents of gun violence and gang-related activities have drawn concern from residents and local authorities by hindering economic development and deterring community investments in the city. Addressing these trends through Project Safe Neighborhoods funding is critical to ensuring the safety, well-being, and resilience of the entire community.

The Fort Pierce Police Department participates in Operation Cease Fire; designed to maximize police presence overtly and covertly in neighborhoods plagued by gun violence. Equipment and software are needed to assist in collecting surveillance, apprehending suspects, and retrieving evidence that could be used to prosecute suspects. Additionally, Operation Cease Fire currently has a presence in the Courageous Kids Program and the R.I.C.H. House; a safe haven designed to empower lives and strengthen the community by providing an opportunity for parents, children and residents to be involved in a wide range of learning and social activities. Mentors at each R.I.C.H. House provide academic support to at-risk youth in the community, including help with homework, test preparation and life skills. Some civilian staff of the Fort Pierce Police Department also work alongside the officers for Courageous Kids and assist the R.I.C.H. House mentors. The positive interaction within these programs aspires to cultivate healthy choices, navigate difficult situations and foster a safer community at large.

Scope of Work

The City of Fort Pierce will use grant funding to pay overtime for officers and mentors participating in Operation Cease Fire through the Courageous Kids Program and the R.I.C.H. House, along with overtime for civilian staff of the Fort Pierce Police Department assigned to assist the officers and mentors.

Additionally, funds will be used for various pieces of equipment to aid in search warrants, suspect identification, surveillance, and investigations, such as:

- Facial recognition software to improve accuracy in suspect identification.
- A specialized Faraday evidence storage cabinet with accessories and special bags designed for securing seized electronic devices while maintaining RF signal shielding.
- Entry equipment like individual pry-bars and breaching tools; beneficial in extreme circumstances.
- Weatherproof binoculars for accurate long-distance surveillance.
- First aid trauma kits to medically assist individuals with significant injuries.
- A mixed bill value counter for tracking and auditing cash; capable of scanning and logging serial numbers.
- Stop Sticks; tire-deflation devices that end high-speed automobile pursuits quickly and safely.
- A wheeled deployment robot with accessories, equipped with the capability of deploying Stop Sticks to handicap fleeing vehicles.

The combined efforts of program participants and the application of necessary equipment will allow the City of Fort Pierce to continue its mission of crime reduction and community safety.

Appendix B - Deliverables

Award Number:	W1002
Recipient:	City of Fort Pierce
Award Title:	W1002 - FY23 PSN(S) - Operation Cease Fire
Award Period:	04/01/2025 - 09/30/2026

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to pay salary for two (2) part-time mentors at R.I.C.H. House; a support facility in the community.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered through the submission of the payment request.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $15,600.00
Deliverable 2	Recipient will use federal grant funds to pay overtime costs for violent crimes investigators, plus overtime expenses to officers and civilians dedicating work to the Courageous Kids Program and the R.I.C.H. House; a support facility in the community.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered through the submission of the payment request.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $131,245.00
Deliverable 3	Recipient will use federal grant funds to procure equipment and supplies which will assist in search warrants, suspect identification, surveillance, investigations and first aid.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $34,493.00

Appendix C - Approved Budget

Award Number:	W1002		
Recipient:	City of Fort Pierce		
Award Title:	W1002 - FY23 PSN(S) - Operation Cease Fire		
Award Period:	04/01/2025-09/30/2026		
Award Amount:	$181,338.00	$0.00	$181,338.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

A. Personnel

Item Name	Description	Grant Funded	Match	Total
Mentors	2 Part-Time Mentors one at each R.I.C.H. House @ $25.00/hour x approx. 312 hours each = $15,600.00.	$15,600.00	$0.00	$15,600.00
Overtime for Civilians at Courageous Kids & the R.I.C.H. House	Overtime for 2 civilians per week @ and average overtime rate of $43/hour for approx. 513.6 hours/year = $44,169.60. Only requesting $44,169.00	$44,169.00	$0.00	$44,169.00
Overtime for Officers at Courageous Kids & the R.I.C.H. House	2 officers for approx. 312 hours x $54 hour = $33,696.00	$33,696.00	$0.00	$33,696.00
Overtime For Violent Crimes	Overtime for approximately 10-20 investigators @ an average overtime rate of $60/hour x approx. 889 hours = $53,380.00	$53,380.00	$0.00	$53,380.00
			A. Personnel Subtotal:	**$146,845.00**

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Breaching Tool	Breaching tool will be used while executing of lawful drug/gang search warrants in the Lincoln Park neighborhood for entries that pry-bars can't open. 1 Breaching Tool @ $10,000 each = $10,000.00.	$10,000.00	$0.00	$10,000.00
Deployable Stop Sticks	Stop Sticks are a tire-deflation device that ends high-speed automobile pursuits	$1,010.00	$0.00	$1,010.00

	quickly and safely. Their innovative design ensures effectiveness and reliability. 2 Stop Sticks @ $505 each = $1,010.00.			
Facial Recognition Software	This software searches public access social media sites, mugshot websites, news media sites, etc. This software will allow officers to quickly identify individuals who won't cooperate in giving an accurate name, etc. This is for one year of service. 1 year of Facial Recognition Software x $2,000 year = $2,000.00.	$2,000.00	$0.00	$2,000.00
Faraday Locker	Faraday Lockers used in our evidence room to store electronic devices while keeping suspects' phones charged. 2 Faraday Lockers x $4,999 each = $9,998.00.	$9,998.00	$0.00	$9,998.00
Mixed Bill Value Money Counter	The Mixed Bill Value Counter will be used for auditing cash and offers robust serial number recording and export features, making it suitable for tracking. 2 mixed value money counters x $930 each = $1,860.00.	$1,860.00	$0.00	$1,860.00
Wheeled Deployment Robot	The wheeled deployment robot will provide law enforcement officers with an intuitive, easy-to-use, and flexible tool to remotely deploy stop sticks, keeping officers a safe distance from the roadway and oncoming vehicles. This cost includes shipping. 1 wheeled deployment robot @ $3,999 each + $87.00 shipping = $4,086.00.	$4,086.00	$0.00	$4,086.00
		D. Equipment Subtotal:		**$28,954.00**

E. Supplies				
Item Name	**Description**	**Grant Funded**	**Match**	**Total**
Binoculars	The waterproof binoculars will be utilized during surveillance operations. 2 binoculars x $160 each = $320.00.	$320.00	$0.00	$320.00
Individual First Aid Trauma Kits	These kits will include trauma gloves, bleeding control dressing, hypothermia blanket, trauma dressing, pressure device and other essentials to assist in providing emergency care. 15 first aid trauma kits @ $188 each = $2,820.00.	$2,820.00	$0.00	$2,820.00
Individual Pry-bars	Individual pry-bars are smaller and more compact prybars that will be used to provided easy access to a breaching tool while on the street or in situations where the large entry tool cannot be used. 15 pry-bars x $50 each = $750.00.	$750.00	$0.00	$750.00
Pry-bar Entry Tools	These tools will be used to for lawful drug/gang searches. 2 pry-bar entry tools @ $410 each = $820.00.	$820.00	$0.00	$820.00
Wheeled Deployment	The wheeled deployment robot kit	$829.00	$0.00	$829.00

Robot Kit	includes a stop stick sleeve, tether, carabiners, six 3 ft stop sticks, and a storage bag. These accessories are needed for the wheeled deployment robot to perform at its peak. 1 wheeled deployment robot kit @ $829 each = $829.00.		
		E. Supplies Subtotal:	**$5,539.00**

Appendix D: Award Contacts

Award Number:	W1002
Recipient:	City of Fort Pierce
Award Title:	W1002 - FY23 PSN(S) - Operation Cease Fire
Award Period:	04/01/2025 - 09/30/2026

Recipient Grant Manager (GM)

Name: Melissa Alexander
Title: Grant Coordinator
Address: 920 S US Highway 1
Fort Pierce, 34950
Phone: 7724676812
Email: malexander@fppd.org

Recipient Chief Official (CO)

Name: Linda Hudson
Title: Mayor
Address: 100 N US Highway 1
Fort Pierce, 34950
Phone: 7724673000
Email: malexander@fppd.org

Recipient Chief Financial Officer (CFO)

Name: Johnna Morris
Title: Finance Director
Address: 100 N US Highway 1
Fort Pierce, 34950
Phone: 7724673073
Email: Jmorris@cityoffortpierce.com

Name:
Title:
Phone:
Email:

Appendix E: Special Conditions

Award Number:	W1002
Recipient:	City of Fort Pierce
Award Title:	W1002 - FY23 PSN(S) - Operation Cease Fire
Award Period:	04/01/2025 - 09/30/2026

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0057	At the time of application, it was noted the Recipient's EEO Certification (EEOC) will expire on 10/29/25. In order to prevent delays in payment, the Recipient must provide an updated EEOC to the Office of Criminal Justice Grants prior to the expiration date.
W0067	WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
S0087	A project risk assessment completed at the time of application review determined this project is LOW-RISK. However, the project requests funds for salaries, overtime, and/or fringe benefits. Full backup documentation for salaries, overtime, and fringe benefit expenditures must accompany the first and last payment requests submitted to OCJG for approval. Backup documentation related to all other expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://www.ojp.gov/doj-financial-guide-2022

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: https://www.ecfr.gov/
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., “Omnibus Crime Control and Safe Streets Act of 1968”

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf and
https://files.floridados.gov/media/706718/gs2-june-2023.pdf

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or

pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also the definitions of *capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment,* and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 **Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 **State Restrictions on Lobbying -** In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 **Additional Restrictions on Lobbying -** The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 **"Pay–to–Stay" -** Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 Insurance for Real Property and Equipment - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 General Appropriations Restrictions - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment, and are incorporated by reference here.

20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.

3.0 Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

4.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.

5.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

6.0 Title II of the Americans with Disabilities Act of 1990 - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and

the DOJ implementing regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

7.0 **Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services**.**

8.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.

9.0 **Omnibus Crime Control and Safe Streets Act of 1968 –** Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.

10.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

11.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

12.0 **Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us.

13.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

14.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

15.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

16.0 **Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 Award Amendments - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 Financial Expenditures and Reporting - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 Project Income (PGI) - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 Recipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either

this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

10.0 Verification and updating of Recipient Grant Manager contact information - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 Property Management - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 Award Closeout - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 High Risk Recipients - If a recipient is designated "high risk" by a federal award-making agency,

currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer,

or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://www.ojp.gov/doj-guide-to-procurement-procedures.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN,** if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature

of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://www.ojp.gov/doj-financial-guide-2022); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 **FFATA Reporting Requirements** - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 **Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 **Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 **Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

"This project was supported by ***[Federal Award Number]*** *awarded by the* ***[Bureau of Justice Assistance/Bureau of Justice Statistics]****. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for*

Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent,

affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 **Non-Disclosure Agreements** - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 **Whistleblower Protections** - An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 **Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

26.0 **For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

27.0 **For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 **Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements** - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award,

may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 For JAG: Extreme Risk Protection Programs - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 For NCHIP & NARIP: Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 For NCHIP & NARIP: Firearm and Background Checks - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MELISSA ALEXANDER, PAYROLL SPECIALIST , POLICE DEPARTMENT, ADMINISTRATIVE BUREAU

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW OF AWARD AGREEMENT FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT

CAO RLS FILE: 25-100

DATE: APRIL 22, 2025

I have reviewed the above request for legal services related to the award agreement from the Florida Department of Law Enforcement (FDLE) Project Safe Neighborhoods grant. You noted in your request that this is a repeat grant award previously reviewed in 2024 (RLS 24-264).

As in the RLS in 2024, please take note of the specific requirements in Appendix E of the agreement, including:

1) an updated EEO Certification will need to be provided before its expiration on 10/29/25;
2) before funds will be dispersed, documentation that the manufacturers of telecommunications/video surveillance purchased by the department are not on the Excluded Parties List in SAM.gov must be provided; and
3) "[f]ull backup documentation for salaries, overtime, and fringe benefit expenditures must accompany the first and last payment requests submitted to OCJG for approval. Backup documentation related to all other expenditures must be maintained and made available to OCJG upon request."

Additionally, for the City's contacts, Mayor Linda Hudson's address is listed as malexander@fppd.org. If this was done in error, please correct to whatever contact address is provided by the City Clerk's Office for the Mayor.

The agreement is otherwise 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.

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Fort Pierce

Recipient SAM UEI: HD7SD9PNKNA5

Award Number: 3H006

Award Period: 07/01/2024 – 09/30/2025

Award Title: 3H006: FY22 PSN-S City of Fort Pierce

Federal Funds: $75,000.00

Matching Funds: $0.00

Total Funds: $75,000.00

CFDA: 16.609

Federal Award Number: 15PBJA-22-GG-00735-GUNP

Federal Program: Project Safe Neighborhoods - Southern District of FL (PSS)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Fort Pierce (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix B)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: 3H006
Award Title: 3H006: FY22 PSN-S City of Fort Pierce
Award Period: 07/01/2024 – 09/30/2025

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: 7/17/24

Recipient
City of Fort Pierce

Signature: Linda Hudson

Typed Name and Title: Linda Hudson, Mayor

Date: 7/15/2024

***** If using a designee, sign in the "Chief Official Designee" section below. *****

Chief Official Designee (optional)
City of Fort Pierce

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	3H006
Recipient:	City of Fort Pierce
Award Title:	3H006: FY22 PSN-S City of Fort Pierce
Award Period:	07/01/2024 - 09/30/2025

Problem Identification

The United States Attorney General's Office for the Southeastern District of Florida has identified the City of Fort Pierce among its five targeted enforcement areas (TEAs). Fort Pierce Police Department proposes to utilize the requested funds to support a task force to target areas within the City of Fort Pierce and investigate and advocate for prosecution of gang, drug, and violent crimes taking place in the area.

The Fort Pierce Police Department has responded to 41,668 self-initiated calls for service by officers within the city between January 1, 2023, to September 30, 2023, of which 13,975 (or approximately 32%) originated in the targeted neighborhood and adjacent areas. During the same timeframe, 29,984 calls for service were received from city residents; 8,985 of which were specific to the targeted neighborhood and adjacent areas. There have been 63 verified shootings in the city during the same period, 38 of which originated in the targeted neighborhood and adjacent areas, and 128 violent crimes overall, with 84 in the targeted area.

Fort Pierce Police Department has documented a total of 11 active gang groups operating in the City of Fort Pierce with a total of 434 active members, 211 members reside within the city limits of Fort Pierce and 68 reside in the Lincoln Park neighborhood.

The Fort Pierce Police Department partners involved in the PSN program will include but not limited to the St. Lucie County Sheriff's Office; the Port St. Lucie Police Department; the Bureau of Alcohol, Tobacco and Firearms (ATF); and the Drug Enforcement Agency (DEA).

Scope of Work

The City of Fort Pierce Police Department (FPPD) will use grant funds to pay overtime initiatives to allow investigators to focus their efforts on conducting a combination of targeted high-visibility street-level enforcement, targeted covert drug and gang investigations, and surveillance operations to identify and arrest violent offenders. Additionally, funding will be used to pay for one pair of night vision binoculars, one forward-looking infrared radar scope, and one electronic narcotics identification device. This equipment will allow law enforcement to conduct covert surveillance during low light conditions, enable officers to navigate hazardous and unfamiliar areas in a safer more efficient manner, as well as locate and document crucial evidence during arrest, searches, and seizures, ensuring evidence is properly documented.

Gang set aside of 30% grant funds will be used to support activities focused on the investigation and prosecution of criminal and transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking through the measure of the size and direction of change directly attributable to the activities proposed in this application.

Appendix B - Deliverables

Award Number:	3H006
Recipient:	City of Fort Pierce
Award Title:	3H006: FY22 PSN-S City of Fort Pierce
Award Period:	07/01/2024 - 09/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to pay overtime costs for gang and drug violence crime reduction.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered through the submission of the payment request.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $22,602.00

Deliverable 2	Recipient will use federal grant funds to procure a monocular, binocular, and handheld narcotics analyzer.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $52,398.00

Appendix C - Approved Budget

Award Number:	3H006		
Recipient:	City of Fort Pierce		
Award Title:	3H006: FY22 PSN-S City of Fort Pierce		
Award Period:	07/01/2024-09/30/2025		
Award Amount:	$75,000.00	$0.00	$75,000.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

A. Personnel

Item Name	Description	Grant Funded	Match	Total
Overtime for Task Force	Overtime for approximately 8-10 investigators @ average overtime rate of $60/hour for 377 hours = $22,620.00	$22,602.00	$0.00	$22,602.00
			A. Personnel Subtotal:	**$22,602.00**

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Multifunctional Thermal Imaging Monocular Devices	1- Multifunctional Thermal Imaging Monocular Devices @ $2,899.00	$2,899.00	$0.00	$2,899.00
Night Vision Binoculars	1 - Night Vision Binocular @ $13,299.00	$13,299.00	$0.00	$13,299.00
Thermo Scientific Handheld Narcotics Analyzer	1 - Thermo Scientific Handheld Narcotics Analyzer @ $36,200.00	$36,200.00	$0.00	$36,200.00
			D. Equipment Subtotal:	**$52,398.00**

Appendix D: Award Contacts

Award Number:	3H006
Recipient:	City of Fort Pierce
Award Title:	3H006: FY22 PSN-S City of Fort Pierce
Award Period:	07/01/2024 - 09/30/2025

Recipient Grant Manager (GM)

Name: Melissa Alexander
Title: Grant Coordinator
Address: 920 S US Highway 1
Fort Pierce, FL 34950-5106
Phone: 772-467-6812
Email: malexander@fppd.org

Recipient Chief Official (CO)

Name: Linda Hudson
Title: Mayor
Address: 100 N US Highway 1
Fort Pierce, FL 34950-4205
Phone: 772-467-3020
Email: lhudson@cityoffortpierce.com

Recipient Chief Financial Officer (CFO)

Name: Johnna Morris
Title: Finance Director
Address: 100 N US Highway 1
Fort Pierce, FL
Phone: 772-467-3073
Email: jmorris@cityoffortpierce.com

Recipient Additional Point of Contact (POC)

Name: Jason Braun
Title: Lieutenant
Phone: 772-467-6824
Email: jbraun@fppd.org

Appendix E: Special Conditions

Award Number:	3H006
Recipient:	City of Fort Pierce
Award Title:	3H006: FY22 PSN-S City of Fort Pierce
Award Period:	07/01/2024 - 09/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001	During application review, it was noted the Recipient's EEO Certification (EEOC) will be expiring within the next six months. In order to prevent delays in payment, the Recipient must submit a new EEOC to the Office of Criminal Justice Grants prior to 8/25/2024.
S0002	A risk assessment completed at the time of application review determined this project is low-risk and requesting funds in the personnel and/or fringe benefits budget categories. As a result, backup documentation supporting salaries and benefit expenditures must accompany the first and last reimbursement requests submitted for approval. All other backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2022 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds; non-collectible items; procedure
- Section 215.97, F.S. Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the

Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

***8.0* Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of

any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 **"Pay–to–Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 **The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 **Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

12.0 **Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

13.0 **Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 **Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 **Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 **General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0 **Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of

Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0 **For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 **Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/Grants/Contacts.

11.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

13.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

14.0 **Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not

be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 **Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 **Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor

refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision,

the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed

budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS) –** The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 **FFATA Reporting Requirements** - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 **Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 **Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. ***[Federal Award Number]*** *awarded by the* ***[Bureau of Justice Assistance/Bureau of Justice Statistics]****, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 **Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 **Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;

2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 **For NCHIP and NARIP: Protective Order Systems** - Any system developed with funds awarded under this
cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 **For PREA: PREA Audits** - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 **Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research

subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation

plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 For JAG: Extreme Risk Protection Programs – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

21.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

22.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

24.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

City Commission Regular Meeting **11. b.**

Meeting Date: 06/02/2025

Re: Approval of Award Agreement for the FY23 JAG - Countywide Grant

Submitted For: Diane Hobley-Burney, Chief of Police, Police Department

---

SUBJECT:

Approval of the Florida Department of Law Enforcement (FDLE) FY23 JAG - Countywide Grant Award Agreement in the amount of $34,041.67

SUMMARY:

The department has tentatively been awarded funding through FDLE for C-6N157: CID Technology Enhancements. The award amount is $34,041.67. Accepting the award requires the approval of the "Award Agreement" with the Mayor's signature.

This is a non-matching grant that will fund Law Enforcement technology expenses, specifically equipment needed for the Department's Criminal Investigations Division (CID). This technology will improve the efficiency of the CID Detectives.

The City Attorney's Office has approved the document regarding form and correctness.

RECOMMENDATION:

Staff recommends acceptance of the "Award Agreement".

ALTERNATIVES:

Do not accept the "Award Agreement"; subsequently, funds will not be awarded.

RESPONSIBLE STAFF:

Robert Ridle, Deputy Chief

COORDINATED WITH:

Jason Bran, Captain
Melissa Alexander, Grant Coordinator

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025
Account:	1013005.564100
Amount:	$34,041.67

FISCAL IMPACT:

This grant is 100% funding of expenses and does not require a local match.

Budgeted Y/N: N
Fiscal Year: 2025
Account: 1013005.xxxxxx
Amount: $34,041.67
FISCAL IMPACT:
This grant is 100% funding of the expenses and does not require a local match.

Attachments

JAG FY23 Award Agreement
Legal Review - FY 2023 Award
FY22 Approved JAG Countywide Grant Award

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/22/2025 09:52 AM
City Manager	Richard Chess	05/23/2025 10:27 AM

Form Started By: Melissa Alexander
Started On: 04/22/2025 08:08 AM
Final Approval Date: 05/23/2025

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Fort Pierce

Recipient SAM UEI: HD7SD9PNKNA5

Award Number: 6N157

Award Period: 10/01/2024 – 09/30/2025

Award Title: C-6N157 CID Technology Enhancements

Federal Funds: $34,041.67

Matching Funds: $0.00

Total Funds: $34,041.67

CFDA: 16.738

Federal Award Number: 15PBJA-23-GG-02972-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Fort Pierce (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix B)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department’s grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state’s Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: 6N157
Award Title: C-6N157 CID Technology Enhancements
Award Period: 10/01/2024 – 09/30/2025

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Fort Pierce

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Linda Hudson, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: Diane Hobley-Burney, Chief

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number:	6N157
Recipient:	City of Fort Pierce
Award Title:	C-6N157 CID Technology Enhancements
Award Period:	10/01/2024 - 09/30/2025

Problem Identification

To address the outdated equipment within the Criminal Investigations Division (CID), the police department conducted a comprehensive assessment of the division's current technology. Based on the findings, the department requested that the City of Fort Pierce allocate funding for the acquisition of laptops, docking stations, and wide-format monitors for CID. However, due to budgetary constraints, the City has been unable to secure the necessary funds for these upgrades.

Scope of Work

The Fort Pierce Police Department will use grant funding to upgrade technology within the CID to enhance the efficiency and effectiveness of investigations. Funds will be used to purchase laptops, docking stations, and wide-format monitors for CID personnel. This upgraded technology will ensure CID personnel are better equipped to respond swiftly to crimes and improve overall investigative processes.

Appendix B - Deliverables

Award Number:	6N157
Recipient:	City of Fort Pierce
Award Title:	C-6N157 CID Technology Enhancements
Award Period:	10/01/2024 - 09/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure purchase laptops, docking stations, and wide-format monitors for CID personnel.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $34,041.67

Appendix C - Approved Budget

Award Number:	6N157		
Recipient:	City of Fort Pierce		
Award Title:	C-6N157 CID Technology Enhancements		
Award Period:	10/01/2024-09/30/2025		
Award Amount:	$34,041.67	$0.00	$34,041.67
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Rugged Laptops	15 - Rugged Laptop Bundles @ $2,363 each (including monitors and docking stations) total cost $35,445, only requesting $34,041.67 to not exceed grant allocation.	$34,041.67	$0.00	$34,041.67
			D. Equipment Subtotal:	**$34,041.67**

Appendix D: Award Contacts

Award Number:	6N157
Recipient:	City of Fort Pierce
Award Title:	C-6N157 CID Technology Enhancements
Award Period:	10/01/2024 - 09/30/2025

Recipient Grant Manager (GM)

Name: Melissa Alexander
Title: Program Grant Coordinator
Address: 920 S US Highway 1
Fort Pierce, FL 34950-5106
Phone: 772-467-6812
Email: malexander@fppd.org

Recipient Chief Official (CO)

Name: Linda Hudson
Title: Mayor
Address: 100 N US Highway 1
Fort Pierce, FL 34950-4205
Phone: 772-467-3020
Email: fpassistant@cityoffortpierce.com

Recipient Chief Financial Officer (CFO)

Name: Johnna Morris
Title: Finance Director
Address: 100 N US Highway 1
Fort Pierce, FL
Phone: 772-467-3073
Email: jmorris@cityoffortpierce.com

Recipient Additional Point of Contact (POC)

Name: Jason Braun
Title: Captain
Phone: 772-467-6824
Email: jbraun@fppd.org

Appendix E: Special Conditions

Award Number:	6N157
Recipient:	City of Fort Pierce
Award Title:	C-6N157 CID Technology Enhancements
Award Period:	10/01/2024 - 09/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0059	At the time of application, it was noted the Recipient's EEO Plan (Utilization Report) will be expiring within the next six months. The Recipient must submit a new EEO Plan to DOJ's Office for Civil Rights at https://eeop.ocr.ojp.gov/certsub/homepage, and provide a copy to the Office of Criminal Justice Grants at monitoring.
W0067	WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
S0068	This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State Information Technology (IT) Point-of-Contact. By utilizing funds for this project, the Recipient agrees to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with FCIC, NCIC, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS security policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under 943.06, F.S.
S0088	A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
W0092	WITHHOLDING OF FUNDS: The project period for this award starts 10/01/2024. Prior to the drawdown of funds, the Recipient must submit all quarterly performance reports due since the start date of the award period.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://www.ojp.gov/doj-financial-guide-2022

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: https://www.ecfr.gov/
- 2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
- 28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
- Title 34, U.S. Code, Crime Control and Law Enforcement
- Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
- Title 34, U.S. Code, § 10101 et seq., “Omnibus Crime Control and Safe Streets Act of 1968”

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf and https://files.floridados.gov/media/706718/gs2-june-2023.pdf

State of Florida Statutes:
- Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, Fla. Stat., Public Records
- Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
- Section 215.97, Fla. Stat. Florida Single Audit Act
- Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
- Section 215.985, Fla. Stat., Transparency in government spending
- Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also the definitions of *capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment,* and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 **Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 **State Restrictions on Lobbying -** In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 **Additional Restrictions on Lobbying -** The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 **"Pay–to–Stay" -** Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 **The Coastal Barrier Resources Act -** The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 **Background Check -** Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 **Confidentiality of Data -** The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 **Conferences and Inspection of Work -** Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 **Insurance for Real Property and Equipment -** The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 **Flood Disaster Protection Act -** The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 **General Appropriations Restrictions -** The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

16.0 **Immigration and Nationality Act -** No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the

employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment, and are incorporated by reference here.

20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.

3.0 Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

4.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.

5.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

6.0 Title II of the Americans with Disabilities Act of 1990 - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing

regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

7.0 **Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services**.**

8.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.

9.0 **Omnibus Crime Control and Safe Streets Act of 1968 –** Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.

10.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

11.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

12.0 **Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us.

13.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

14.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

15.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

16.0 **Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and

account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 Project Income (PGI) - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 Recipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

10.0 Verification and updating of Recipient Grant Manager contact information - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Assessments and Evaluations - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any

assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://www.ojp.gov/doj-guide-to-procurement-procedures.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers

while on duty. **For PSN,** if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: *https://nij.ojp.gov/topics/equipment-and-technology/body-armor*.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) *(See §* 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://www.ojp.gov/doj-financial-guide-2022); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and

applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

*"This project was supported by **[Federal Award Number]** awarded by the **[Bureau of Justice Assistance/Bureau of Justice Statistics]**. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."*

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. *§* 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Whistleblower Protections - An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

26.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

27.0 For NCHIP & NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 **Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements** - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.

3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 **Safe Policing and Law Enforcement** - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 **For JAG: Extreme Risk Protection Programs -** Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 **For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 **For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 **For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 **For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 **For RSAT:** Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 **For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 **For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 **For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 **For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 For NCHIP & NARIP: Firearm and Background Checks - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant “eligible records”.

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MELISSA ALEXANDER, PAYROLL SPECIALIST, POLICE DEPARTMENT, ADMINISTRATIVE BUREAU

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW OF FEDERAL AWARD FOR JAG-COUNTYWIDE GRANT

CAO RLS FILE: 25-106

DATE: APRIL 29, 2025

I have reviewed the above Request for Legal Services (RLS) related to the FDLE JAG grant. This grant has been awarded several years in a row, most recently during the 2023-2024 grant cycle. You provided a memo from this office reviewing the grant requirements for the last cycle, which is still applicable to this grant. From pages 8 through 27, there is a list of requirements for this grant to which your Department will be responsible for complying with. Of note:

1. Reimbursement is contingent upon federal funds being available. This is explained on page 11 of the Agreement. If the funds are no longer available when reimbursement is applied for, the FPPD will bear the responsibility of that expenditure.
2. The Award Procurement and Cost Principles beginning on page 18 of the Agreement, the City's Purchasing Code, and the City's Procurement Policy and Procedures Manual are applicable to your purchases.
3. There are specific requirements in Appendix E, on page 8, that FPPD must still comply with, to include:
    a. Submission of a new EEO Certification.
    b. Documentation showing the manufacturer and vendor are not on the Excluded Parties List.

With the above understanding, the Agreement is approved as to form and correctness. Please have this grant placed on a City Commission Agenda for approval and the Mayor's signature.

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

Thank you.

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Fort Pierce

Recipient SAM UEI: HD7SD9PNKNA5

Award Number: R7187

Award Period: 01/01/2024 – 09/30/2024

Award Title: C-R7187: Crime Scene/Forensics Technology and Equipment

Federal Funds: $31,524.00

Matching Funds: $0.00

Total Funds: $31,524.00

CFDA: 16.738

Federal Award Number: 15PBJA-22-GG-00656-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost:No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Fort Pierce (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix B)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7187
Award Title: C-R7187: Crime Scene/Forensics Technology and Equipment
Award Period: 01/01/2024 – 09/30/2024

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: 7/11/24

Recipient
City of Fort Pierce

Signature: Linda Hudson

Typed Name and Title: Linda Hudson, Mayor

Date: 7/1/2024

***** If using a designee, sign in the "Chief Official Designee" section below. *****

Chief Official Designee (optional)
City of Fort Pierce

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	R7187
Recipient:	City of Fort Pierce
Award Title:	C-R7187: Crime Scene/Forensics Technology and Equipment
Award Period:	01/01/2024 - 09/30/2024

Problem Identification

Since COVID-19, the City of Fort Pierce has struggled with funding resources for many things, especially Capital items. Lack of funding has hindered the ability to upgrade and replace many items in the Crime Scene Unit. The Crime Scene Unit is an essential part of the Fort Pierce Police Department in assisting to solve major crimes and traffic homicides. Due to the volume and complexity of crimes, there are multiple items that must be processed by the Crime Scene Unit. In processing these scenes, it is important that investigators are able to collect all the evidence, map out the area of the crime, take photographs and/or video of the scene, and process the evidence that was collected.

The Crime Scene Unit is using equipment that is outdated and inefficient, requiring increased maintenance to remain operational. The use of this equipment causes backups and delays in documenting scenes and processing evidence. Updating antiquated equipment would improve the Crime Scene Unit's accuracy and efficiency while providing a safer working environment. The duplex chamber drying cabinet currently in use is approximately 23 years old and is no longer in service, as filters for the unit are not available. The Unit's crime scene mapping technology is also outdated, requiring lengthy set up when investigating crime scenes and crashes, as well as an extensive process with cataloguing evidence. The digital cameras in use are four to six years old, and are moving past their usable life. Purchasing new cameras in tandem with video camcorders would allow one technician to record the scene, while the other takes photos, reducing the amount of time on the scene. Occasionally, photos must be retaken to ensure clarity due to low light levels and inclement weather; professional tripods and camera remote controls are needed to steady the cameras for the most accurate shot. The flatbed scanners currently used for fingerprinting analysis are slow and inefficient. There is only one photo printer for the department, which causes backup when printing photo evidence. Additional supplies such as batteries, chargers, SD cards, and ink/toner are needed to accompany the new equipment.

The Police Department has requested that the City allocate funding for the purchase of crime scene equipment and supplies. Due to budgetary constraints, the City has not been able to provide additional funding for this equipment.

Scope of Work

The City of Fort Pierce Police Department will use grant funding to purchase a duplex chamber drying cabinet, crash and crime scene mapping system, scanners, printers, digital cameras and video camcorders, as well as SD cards, batteries and battery chargers, tripods, and ink to assist with the collection of crime scene evidence.

A duplex chamber drying cabinet will store, dry, or otherwise process forensic evidence in a controlled environment, capturing pathogens, particulates, fumes, and odors emitted by the contents. They are designed for easy decontamination, compliant with ANSI Z9.5 criteria, and accommodate safety back-up filters.

Crash and crime scene mapping, a standalone system that will save time collecting evidence at traffic homicides and crime scenes, allows roadways to be opened more quickly, and expeditiously maps and measures evidence. This mapping technology can be set up in seconds and has control points to stitch together large scenes and create reference points for drones or robots. It can also be used with a digital camera, allowing the Crime Scene Unit to take photos within the mapped area, automatically naming the photos by file name, point number, and note.

New digital cameras will provide the Unit with newer technology, better resolution, faster processing time between shots, and reliability. The new digital cameras will have the capability of pairing to remote controls. Purchasing remotes and heavy-duty tripods to accompany the cameras will allow law enforcement to take accurate photos by keeping the camera still during long exposures in low light, and windy weather. To make

sure the cameras are always equipped and ready, additional batteries, chargers, and compatible SD cards shall be purchased to accompany the cameras.

Video camcorders will be utilized at crime scenes to take videos that are normally taken on the digital cameras. Using the camcorder will allow for one technician to record the scene while the other technician is photo documenting the scene. Video resolution will be higher quality. The amount of time spent on scene collecting visual evidence will be lessened. Similar to the cameras, the camcorders will also need batteries, chargers, and SD cards.

New flatbed scanners will provide higher resolution and better accuracy in comparisons of fingerprints. The newer technology will allow for faster processing of images, saving time and improving overall efficiency of the unit.

The addition of the photo printers will provide more access to print evidential photographs within the crime scene lab. Adding new photo printers to the Unit assists with getting line-ups to the Detectives faster, and provides clearer pictures. Additional ink will be purchased for the photo printers for future use once the starter pack is expended.

Appendix B - Deliverables

Award Number:	R7187
Recipient:	City of Fort Pierce
Award Title:	C-R7187: Crime Scene/Forensics Technology and Equipment
Award Period:	01/01/2024 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure crash and crime scene mapping, digital cameras, a duplex drying chamber, scanners, photo printers, tripods, video camcorders, batteries, battery chargers, ink/toner, SD cards, and remote controllers for the digital cameras.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $31,524.00

Appendix C - Approved Budget

Award Number:	R7187		
Recipient:	City of Fort Pierce		
Award Title:	C-R7187: Crime Scene/Forensics Technology and Equipment		
Award Period:	01/01/2024-09/30/2024		
Award Amount:	$31,524.00	$0.00	$31,524.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Crash & Crime Scene Mapping	1 Crash & Crime Scene Mapping System @ $8,706 (Operationally necessary accessories and peripherals may include: adapter, laser plummet, bi-pod legs, angle encoder, rangefinder, tablet, laser tech station, and incident mapping software) = $8,706 "City of Fort Pierce is responsible for any amount beyond the allocated funding."	$8,706.00	$0.00	$8,706.00
Digital Cameras	3 Digital Cameras @ $3,197 (includes f/4 lens and accessory kit) = $9,591. "City of Fort Pierce is responsible for any amount beyond the allocated funding."	$9,591.00	$0.00	$9,591.00
Duplex Chamber Drying Cabinet	1 Duplex Chamber Drying Cabinet @ $8,525 (includes Germicidal UV lamp and timer, unique door lock and key for multi-chambers, and start-up kit) = $8,525, Plus freight charge for delivery, 1 @ $330. "City of Fort Pierce is responsible for any amount beyond the allocated funding."	$8,855.00	$0.00	$8,855.00
Flatbed Scanners	2 Flatbed Scanners @ $120 = $240.	$240.00	$0.00	$240.00
Photo Printers	2 Photo Printers @ $180 = $360.	$360.00	$0.00	$360.00

Tripods	Advanced 3-Way Tripods 2 @ $359 = $718. Heavy Duty Tripod 1 @ $298/ea = $298.	$1,016.00	$0.00	$1,016.00
Video Camera Camcorders	3 Video Camera Camcorder @ $150 = $450.	$450.00	$0.00	$450.00
			D. Equipment Subtotal:	**$29,218.00**

E. Supplies

Item Name	Description	Grant Funded	Match	Total
Batteries	Camera Batteries 6 x $48/ea = $288. Camcorder Batteries 3 x $17/ea = $51	$339.00	$0.00	$339.00
Battery Chargers	Battery Chargers for Batteries for digital cameras 3 x $36/ea = $108.	$108.00	$0.00	$108.00
Ink for Photo Printers	Ink (5-packs) for Photo Printer 4 x $180/ea = $720.	$720.00	$0.00	$720.00
Remote Controllers for Digital Cameras	Remote Controller sets for digital cameras 3 x $277/ea = $831.	$831.00	$0.00	$831.00
SD Cards for Media Storage	Camera SD Cards 2 x $130/ea = $260. Camcorder SD Cards 3 x $16/ea = $48.	$308.00	$0.00	$308.00
			E. Supplies Subtotal:	**$2,306.00**

Appendix D: Award Contacts

Award Number:	R7187
Recipient:	City of Fort Pierce
Award Title:	C-R7187: Crime Scene/Forensics Technology and Equipment
Award Period:	01/01/2024 - 09/30/2024

Recipient Grant Manager (GM)

Name: Melissa Alexander
Title: Grant Coordinator
Address: 920 S US Highway 1
Fort Pierce, FL 34950-5106
Phone: 772-467-6812
Email: malexander@fppd.org

Recipient Chief Official (CO)

Name: Linda Hudson
Title: Mayor
Address: 100 N US Highway 1
Fort Pierce, FL 34950-4205
Phone: 772-467-3020
Email: lhudson@cityoffortpierce.com

Recipient Chief Financial Officer (CFO)

Name: Johnna Morris
Title: Finance Director
Address: 100 N US Highway 1
Fort Pierce, FL
Phone: 772-467-3073
Email: jmorris@cityoffortpierce.com

Recipient Additional Point of Contact (POC)

Name: Jason Braun
Title: Lieutenant
Phone: 772-467-6824
Email: jbraun@fppd.org

Appendix E: Special Conditions

Award Number:	R7187
Recipient:	City of Fort Pierce
Award Title:	C-R7187: Crime Scene/Forensics Technology and Equipment
Award Period:	01/01/2024 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001	During application review, it was noted the Recipient's EEO Certification (EEOC) will expire on 8/25/2024. In order to prevent delays in payment, the Recipient must submit a new EEOC to the Office of Criminal Justice Grants prior to the expiration date.
W0002	WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
S0003	A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
W0004	WITHHOLDING OF FUNDS: The project period for this award starts 01/01/2024. Prior to the drawdown of funds, the Recipient must submit all required [monthly/quarterly] performance reports due since the start date of the award period.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2022 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds; non-collectible items; procedure
- Section 215.97, F.S. Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal

purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to

match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project –** If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal

or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 Insurance for Real Property and Equipment - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 **Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 **General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

16.0 **Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 **For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 **Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 **Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 **Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 **Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 **Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 **Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 **Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 **Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/Grants/Contacts.

11.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

13.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

14.0 **Civil Rights Training Requirements –** In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 **Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 **Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records -** The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations –** The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 Award Closeout - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 High Risk Recipients - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 Imposition of Additional Requirements - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.

8.0 Retention of Records - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf.

9.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

10.0 Failure to Address Audit Issues - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 Single Annual Audit - Recipients that expend $750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 Contractual Services - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. ***[Federal Award Number]*** *awarded by the* ***[Bureau of Justice Assistance/Bureau of Justice Statistics]****, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and

parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act –** The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 **Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must

collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 **Safe Policing and Law Enforcement** – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 **For JAG: Extreme Risk Protection Programs –** Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 **For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 **For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 **For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 **For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 **For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

26.0 **For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

27.0 **For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

City Commission Regular Meeting **11. c.**

Meeting Date: 06/02/2025

Re: Grant Award Agreement between the State of Florida, Department of State and the City of Fort Pierce

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

---

SUBJECT:

Approval of the Amendment to the grant agreement between the State of Florida, the Department of State and the City of Fort Pierce extending the grant period for the Highwaymen Museum project to December 31, 2025.

SUMMARY:

The renovations to the Jackie Caynon, Sr. Building at the Highwaymen Museum are nearing completion, with the final inspection scheduled to be completed May 23, 2025. There are four outstanding change orders related to external site work that remain under review and require City approval. Due to these pending approvals, an extension of the grant period is being requested. This extension would extend the grant deadline to December 31, 2025, ensuring sufficient time to finalize the change orders and complete the project.

RECOMMENDATION:

Staff recommends approval of the Amendment to the extension of the grant period for the Highwaymen Museum project.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Attorney's Office
Teri Abstein, FL Department of State

Fiscal Impact

Budgeted Y/N: N/A
Fiscal Year: 2025
Account: N/A
Amount: 0

OTHER INFORMATION:

There is no fiscal impact.

Attachments

Grant Extension Amendment
City Attorney Approval Memo
April Project Update
Original Grant Agreement and Amendments

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	05/19/2025 04:06 PM
City Manager	Richard Chess	05/19/2025 04:08 PM

Form Started By: Audria Moore Started On: 05/15/2025 04:18 PM
Final Approval Date: 05/19/2025

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of an African-American Cultural and Historical Grant grant, grant number 23.s.aa.900.084, for "FL Highwaymen & African-American Culture Project." The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 - 6/30/2025

Amended Length of Agreement

7/1/2021 -12/31/2025

Additional Conditions

12. Grant Reporting Requirements:

l) Twelfth Report is due by April 15, 2025, for the period ending March 31, 2025.

m) Thirteenth Report is due by October 15, 2025, for the period ending September 30, 2025.

n) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

Authorized official for the Grantee

Authorized official for the Division

Authorized official Signature Date

Division Authorized official Signature Date

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR, CITY MANAGER
FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: GRANT EXTENSION AMENDMENT TO THE AFRICAN-AMERICAN CULTURAL AND HISTORICAL GRANT

CAO RLS FILE: 25-114

DATE: MAY 13, 2025

I have reviewed the request for legal services pertaining to an amendment to the African-American Cultural and Historical Grant between the State of Florida and the City. As your request noted, this is the fourth amendment of the grant and seeks specifically to extend the grant deadline until December of 2025. This grant amendment is in the same format as the previous amendments which have been reviewed by this Office. This fourth amendment is thus 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.

Outlook

Highwaymen Museum Project Update 4.28.25

From Patrice McKnight <joyelleconsultants@gmail.com>
Date Mon 4/28/2025 5:33 AM
To Audria Moore <amoore@cityoffortpierce.com>
Cc Clifford Moore <cmoore@journeycdg.com>

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good Day Audria,

I hope you had a wonderful weekend!

Please see below for the latest update regarding the Highwaymen Museum project. The following items are pending:

Plumbing:

- Final inspection is scheduled for tomorrow morning.

Fire Alarm:

- Approximately two days of work remain.
- The fire alarm contractor cannot complete their scope until the fire sprinkler system is successfully finalized.
- Final inspection for the fire alarm will take place later this week, contingent upon Veteran Fire's completion of their work.

Fire Sprinkler:

- Veteran Fire is responsible for connecting the water line from the street to the main sprinkler system located at the generator.
- I spoke with Bill Kimmen early last week, and he confirmed his team would be onsite Friday, April 25, 2025.
- On the morning of April 25, at 8:30 AM, I contacted Bill to confirm their ETA; he assured me someone would be onsite. I offered to directly contact his point of contact, but he declined.
- By 12:30 PM, no one had arrived onsite, and I subsequently left for the day.

Security:

- Approximately two to three days of work remain.
- Remaining work includes installation of a few additional cameras and magnetic door locks.
- We also needed to replace two doors (Electrical Room and Second-Floor Storage Room), which are scheduled for delivery next week.
- Once the new doors are installed, the security contractor will complete their remaining scope of work.

Building:

- Once the scopes listed above are completed, the following final building items will be addressed:
    - Punch list work, including painting of six doors (to be completed during punch out).
    - Installation of the pass-through window.
    - Final cleaning.
    - Final building inspection.

Site:

- Site plans have been distributed to our contractors.
- We expect to receive updated sitework pricing by the end of this week.

Fence:

- The fence is ready for pickup.
- We are coordinating with the fence contractor to finalize the installation schedule, pending approval of the sitework change order.

We anticipate completing the cleaning this week, and I will send you updated project photos once it is completed.

Please let me know if you have any questions or need any additional information.

--

Spread Love everywhere you go. Let no one ever come to you without leaving happier.
-Mother Teresa

Patrice J. McKnight
Business Development | Pre-Construction/ Permit Consultant
Joyelle Consultants

West Palm Beach, FL 33401
(P) 770-500-0129 | (E) Joyelleconsultants@gmail.com

GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Fort Pierce
HD7SD9PNKNA5
23.s.aa.900.084

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and theCity of Fort Pierce hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number23.s.aa.900.084 for the Project "FL Highwaymen & African-American Culture Project," in the amount of $$483,662 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose**. This grant shall be used exclusively for the "**FL Highwaymen & African-American Culture Project** ," the public purpose for which these funds were appropriated.

   a. The Grantee shall perform the following **Scope of Work**:

Funds are to be used to transform an existing two-story, 3,200 square feet building located in the historical African American community of Lincoln Park to house The Florida Highwaymen Museum. Work items include: HVAC; fire suppression; security system; decorative security fencing; upgrade (5) exterior doors; renovate kitchen and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

   b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount

1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	$120,915
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$120,915
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$120,916

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old) for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$120,916
Totals				**$483,662**

c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Department :
Teri Abstein
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6299
Email: teri.abstein@dos.myflorida.com

For the Grantee:
Contact: Audria Moore-Wells
Address: 100 N US Highway 1 Fort Pierce Florida 34950
Phone: 772.467.3184
Email: amoorewells@cityoffortpierce.com

4. **Grant Payments.** All grant payments are requested online via https://dosgrants.com/ by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:

   a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
   b. All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments**. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit http://www.flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement**. If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences**. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

   a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
   b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
   c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at https://www.nps.gov/subjects/historicpreservation/standards.htm or applicable industry standards.

   The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

a) For all projects involving **development activities**, the following special conditions apply:

i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.

ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at: https://www.nps.gov/subjects/historicpreservation/standards.htm.

iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at https://dos.myflorida.com/historical/grants/special-category-grants/.

iv. Architectural Services

A. All projects shall require contracting for architectural/engineering services.
B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.

v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

A. Upon completion of **schematic design**;
B. Upon completion of **design development and outline specifications**; and
C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.

B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.

C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.

D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code.*

b) For all projects involving **survey activities**, the following special conditions apply:

i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.

ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.

iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at https://dos.myflorida.com/historical/grants/small-matching-grants/. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code.*

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federa Special Conditions contained in Attachment C.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

a. Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.

b. Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via https://dosgrants.com/. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.

b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 September 30, 2022.

c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.

d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.

e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.

f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Datset forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.

13. Matching Funds. Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than $500,000. *However*, if the Grant Award Amount is greater than $500,000, Grantee is required to provide a 50% match of the amount above $500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.

14. Grant Completion Deadline. The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

15. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however,* that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at http://www.nps.gov/tps/standards.htm and nps.gov/history/local-law/arch_stnds_0.htm or applicable industry standards;
g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of

consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;

h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
i) Entertainment, food, beverages, plaques, awards or gifts;
j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
p) Accessibility improvements for Religious Properties;
q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.

18. **Repayment**. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at https://dosgrants.com/. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. **Retention of Accounting Records**. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department 's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Restrictive Covenants**. The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of grant funds. The Restrictive Covenants shall include at a minimum the following provisions:

    a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.

    b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.

    c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

    d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.

    e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.

    f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.

        i. Amortization Schedule for projects involving improvements to Real Property:
        If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).

    g. Other provisions as agreed upon by the Department and the Grantee.

24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

    a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.

c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d. The name of the account(s) must include the grant award number;

e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.

29. Liability. The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.

a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. **Breach of Agreement.** The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. **Termination of Agreement.**

    a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.

    b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

    c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. **Required Procurement Procedures for Obtaining Goods and Services.**

    a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.

    b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement

transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.

39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101,*et seq.*), which is incorporated herein by reference.

42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement. The entire Agreement of the parties consists of the following documents:

a. This Agreement
b. Estimated Project Budget (Attachment A)
c. Single Audit Act Requirements and Exhibit I (Attachment B)
d. Federal Special Conditions (Attachment C)
e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:	Grantee:
By: Sandy Shaughnessy	By: Linda Hudson
Division Director Sandy Shaughnessy	Authorizing Official for the Grantee
Division of Arts and Culture	Linda Hudson, Mayor
August 23, 2022	Typed name and title
Date	8/1/2022
	Date

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Other			
HVAC Systems	$21,450	$0	$0
Alarm System	$81,596	$0	$0
Fencing	$78,480	$0	$0
Building Pressure Wash	$1,200	$0	$0
Exterior Building Painting	$16,500	$0	$0
Brick Garden Pavers	$32,500	$0	$0
LED Track Lights 1st Fl	$12,000	$0	$0
Exterior Doors PGT Impact 1st Fl	$10,000	$0	$0
Kitchen Wood Shutters	$1,350	$0	$0
Removal & Replace Flooring 1st Fl	$11,600	$0	$0
Windowsills 1st Fl	$1,800	$0	$0
Repair Prime Patch Paint Walls 1st Fl	$10,200	$0	$0
LED Track Lighting 2nd FL	$18,750	$0	$0
Window Coverings 2nd Fl	$7,200	$0	$0
2 Exterior Doors PGT Impact 2nd Fl	$5,000	$0	$0
Removal & Replace Flooring 2nd Fl	$11,600	$0	$0
Repair Patch Paint 2nd Fl	$10,200	$0	$0
Generators	$75,500	$0	$0
Install Fire Wet Water Suppression System	$25,000	$0	$0
Install 6 Custom Window Coverings throughout 1st Floor	$3,600	$0	$0
Remove Cabinet and Sink Repair , Patch, Paint area 2nd Floor	$1,250	$0	$0

Description	Grant Funds	Cash Match	In Kind Match
Supply and Install 5 Windowsills 2nd Fl	$750	$0	$0
Elevator Repair	$6,136	$0	$0
Kitchen Renovation	$40,000	$0	$0
Subtotals	*$483,662*	*$0*	*$0*
Totals	**$483,662**	**$0**	**$0**

ATTACHMENT B

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State 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 State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office *www.ecfr.gov*

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State 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 State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

   A. The Department of State through the https://dosgrants.com/ grants management system.

   B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

      The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of State through the https://dosgrants.com/ grants management system.

   B. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. $483,662

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

ATTACHMENT C

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.

5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental or real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.

7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.

8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.

9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

10. **Single Audit Requirements.** Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

11. **Civil Rights Compliance**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 110 *et sequence.*

13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

    i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    ii. Procure a commercial sex act during the period of time that the award is in effect; or
    iii. Use forced labor in the performance of the award or subawards under the award.

15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

    i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

    ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

    iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

17. **Additional Lobbying Requirements.**

    i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

    ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

    iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

    i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

    ii. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

    iii. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

    iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

    The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

    v. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

A. Procure or obtain;

B. Extend or renew a contract to procure or obtain; or

C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

E. See Public Law 115-232, section 889 for additional information.

F. See also 2 CFR § 200.471.

xii. Domestic Preferences for Procurements.

A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT D

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Linda Hudson

Name and Title of Authorized Representative

Linda Hudson, Mayor 8/1/2022

Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Florida Department of State African-American Cultural and Historical Grant, grant number 23.s.aa.900.084, for the "FL Highwaymen & African-American Culture Project." The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Scope Of Work

Funds are to be used to transform an existing two-story, 3,200 square feet building located in the historical African American community of Lincoln Park to house The Florida Highwaymen Museum. Work items include: HVAC; fire suppression; security system; decorative security fencing; upgrade (5) exterior doors; renovate kitchen and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch.

Amended Scope Of Work

Funds are to be used to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; removal of and replace the flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with a transfer switch.

Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
HVAC Systems	$21,450	$0	$0
Alarm System	$81,596	$0	$0
Fencing	$78,480	$0	$0
Building Pressure Wash	$1,200	$0	$0
Exterior Building Painting	$16,500	$0	$0
Brick Garden Pavers	$32,500	$0	$0
LED Track Lights 1st Fl	$12,000	$0	$0

Description	Grant Funds	Cash Match	In Kind Match
Exterior Doors PGT Impact 1st Fl	$10,000	$0	$0
Kitchen Wood Shutters	$1,350	$0	$0
Removal & Replace Flooring 1st Fl	$11,600	$0	$0
Windowsills 1st Fl	$1,800	$0	$0
Repair Prime Patch Paint Walls 1st Fl	$10,200	$0	$0
LED Track Lighting 2nd FL	$18,750	$0	$0
Window Coverings 2nd Fl	$7,200	$0	$0
2 Exterior Doors PGT Impact 2nd Fl	$5,000	$0	$0
Removal & Replace Flooring 2nd Fl	$11,600	$0	$0
Repair Patch Paint 2nd Fl	$10,200	$0	$0
Generators	$75,500	$0	$0
Install Fire Wet Water Suppression System	$25,000	$0	$0
Install 6 Custom Window Coverings throughout 1st Floor	$3,600	$0	$0
Remove Cabinet and Sink Repair , Patch, Paint area 2nd Floor	$1,250	$0	$0
Supply and Install 5 Windowsills 2nd Fl	$750	$0	$0
Elevator Repair	$6,136	$0	$0
Kitchen Renovation	$40,000	$0	$0
Totals	**$483,662**	**$0**	**$0**

Amended Budgets

Description	Grant Funds	Cash Match	In Kind Match
HVAC Systems	$22,800	$0	$0
Fencing	$77,508	$0	$0
Pressure wash and paint the exterior building	$19,790	$0	$0
Brick Garden Pavers	$31,500	$0	$0
LED Track Lights 1st and 2nd floors	$32,250	$0	$0
Exterior Doors PGT Impact 1st and 2nd floors	$10,325	$0	$0

Description	Grant Funds	Cash Match	In Kind Match
Kitchen Wood Shutters	$1,400	$0	$0
Removal of existing Flooring 1st and 2nd floors	$3,200	$0	$0
Windowsills 1st and 2nd floors	$8,200	$0	$0
Repair Prime Patch Paint Walls 1st and 2nd floors	$12,895	$0	$0
Window Coverings 1st and 2nd floors	$9,600	$0	$0
Replace Flooring 1st and 2nd floors	$23,200	$0	$0
Generator	$67,480	$0	$0
Architectural and Engineering	$28,000	$0	$0
Remove Cabinet and Sink Repair , Patch, Paint area 2nd Floor	$7,675	$0	$0
cleaning and Waste Management	$6,100	$0	$0
General Conditions	$3,500	$0	$0
Kitchen Renovation	$44,200	$0	$0
Project Fee (includes management and coordination)	$74,039		
Totals	**$483,662**	**$0**	**$0**

AUTHORIZATION

Linda Hudson

Authorized official for the Grantee

Sandy Shaughnessy, Director

Authorized official for the Division

Linda Hudson

Authorized official Signature

Date

Division Authorized official Signature

March 23, 2023

Date

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of CentralOffice hereinafter referred to as the "Division" and City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for FL Highwaymen & African-American Culture Project . The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 - 06/30/2023

Amended Length of Agreement

7/1/2021 -12/31/2023

Additional Conditions

12. Grant Reporting Requirements:

f) Sixth Report is due by October 15, 2023 for the period ending September 30, 2023 (third year of the grant period).

g) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

Linda Hudson, Mayor

Authorized official for the Grantee

Sandy Shaughnessy, Director

Authorized official for the Division

Linda Hudson 6/5/23

Authorized official Signature Date

June 6, 2023

Division Authorized official Signature Date

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of CentralOffice hereinafter referred to as the "Division" and City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for FL Highwaymen & African-American Culture Project . The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 -12/31/2023

Amended Length of Agreement

7/1/2021 -6/30/2024

Additional Conditions

12. Grant Reporting Requirements:

g) Seventh Report is due by January 15, 2024, for the period ending December 31, 2023.

h) Eighth Report is due by April 15, 2024, for the period ending March 31, 2024.

i) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

Linda Hudson, Chair

Authorized official for the Grantee

Sandy Shaughnessy, Director

Authorized official for the Division

Linda Hudson

Authorized official Signature Date

November 27, 2023

Division Authorized official Signature Date

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and the City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of an African-American Cultural and Historical Grant, grant number 23.s.aa.900.084, for "FL Highwaymen & African-American Culture Project." The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

2. Length of Agreement.

Original Length of Agreement: 7/1/2021 - 6/30/2023

Amended Length of Agreement: 7/1/2021 - 12/31/2024

3. Contract Administration.

For the Grantee:
Contact: Audria Moore
Address: 100 N US Highway 1, Fort Pierce Florida 34950
Phone: 772-467-3184
Email: Amoore@cityoffortpierce.com

12. Grant Reporting Requirements.

i) Ninth Report is due by July 15, 2024, for the period ending June 30, 2024.

j) Tenth Report is due by October 15, 2024, for the period ending September 30, 2024.

k)Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

Linda Hudson, Mayor

Authorized official for the Grantee

Sandy Shaughnessy, Director

Authorized official for the Division

Linda Hudson

Authorized official Signature

6/3/24

Date

Division Authorized official Signature

June 4, 2024

Date

City of Fort Pierce

23.s.aa.900.084

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and the City of Fort Pierce, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of an African-American Cultural and Historical Grant, grant number 23.s.aa.900.084, for "FL Highwaymen & African-American Culture Project." The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 - 12/31/2024

Amended Length of Agreement

7/1/2021 - 6/30/2025

Additional Conditions

12. Grant Reporting Requirements:

k) Eleventh Report is due by January 15, 2025, for the period ending December 31, 2024.

l) Twelfth Report is due by April 15, 2025, for the period ending March 30, 2025.

m) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

Linda Hudson

Authorized official for the Grantee

Sandy Shaughnessy, Director

Authorized official for the Division

Linda Hudson

Authorized official Signature

11/4/2024

Date

Division Authorized official Signature

December 9, 2024

Date

City Commission Regular Meeting **11. d.**

Meeting Date: 06/02/2025

Re: Letter of Support

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of letter of support on behalf of the Treasure Coast Food Bank in their submission of a T-Mobile Hometown Grant for their Food Distribution Center.

SUMMARY:

The Treasure Coast Food Bank is submitting an application for a $50,000 T-Mobile Hometown Grant. This funding will directly support the construction of their new 132,000 square foot Food Distribution Center and Community Hub—an investment that will significantly strengthen our city's ability to meet the needs of our residents and build a more resilient, unified community.

RECOMMENDATION:

Approve the letter.

ALTERNATIVES:

Do not approve or approve with changes.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Treasure Coast Food Bank

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Letter of Support

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	05/23/2025 10:34 AM

Form Started By: Linda Cox Started On: 05/21/2025 03:12 PM

Final Approval Date: 05/23/2025

THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION
Florida

June 2, 2025

To the T-Mobile Hometown Grants Committee:

On behalf of the City of Fort Pierce, I am honored to extend our strongest support for Treasure Coast Food Bank's application for a $50,000 T-Mobile Hometown Grant. This funding will directly support the construction of their new 132,000 square foot Food Distribution Center and Community Hub—an investment that will significantly strengthen our city's ability to meet the needs of our residents and build a more resilient, unified community.

Fort Pierce is a proud, historic coastal city with a population of just under 50,000. Our community is vibrant and diverse, and many families are navigating the challenges of low income, limited access to healthcare, and food insecurity. While our economic base includes agriculture, marine industries, and small businesses, the need for reliable social infrastructure remains extremely high.

The new Food Distribution Center represents more than a logistics facility—it is a bold step toward reimagining how our community comes together to serve one another. The structure will be a central hub where people facing hardship can find nourishment, opportunity, and dignity—and where those seeking to give back can offer their time, talent, and care. The Center's temperature-controlled Volunteer Center, expanded storage capacity, Nutrition and Wellness Outreach Center, and job training facilities will all converge in a single space designed to bring people together across lines of need, service, and shared humanity.

By fostering civic engagement and promoting community wellness, this project helps Fort Pierce address its most urgent challenges while creating new opportunities for collaboration and growth. We are particularly excited about how the Center will promote self-sufficiency through workforce development and empower residents through health education and accessible community space.

Treasure Coast Food Bank has been a lifeline for many in Fort Pierce over the past 35 years, and this new facility will allow them to deepen that impact. It will serve as a visible, tangible expression of what's possible when local institutions, volunteers, and partners unite to serve the greater good.

T-Mobile's Hometown Grants program is designed for initiatives exactly like this—projects rooted in purpose, built for impact, and led by those who know their community best. We urge you to approve this request and help us make this vision a reality in our small but united community.

The City of Fort Pierce is proud to stand with Treasure Coast Food Bank and remains committed to supporting this project now and into the future.

Sincerely,

Linda Hudson
Mayor

City Commission Regular Meeting **11. e.**

Meeting Date: 06/02/2025

Re: St. Lucie County Regional Resilience Vulnerability Assessment Final Report

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Acceptance of the St. Lucie County Regional Resilience Vulnerability Assessment Final Report.

SUMMARY:

The St. Lucie County Regional Resilience Vulnerability Assessment (RVA) Draft Report was presented to the City of Fort Pierce Commission at their April 14, 2025 Day Meeting. In addition, the Draft Report was presented to the St. Lucie County, City of Port St. Lucie and Town of St. Lucie Village Boards in April, as well as at three community stakeholder meetings in May 2025. The Draft Report was updated with minor changes / clarifications, and finalization of the ranking matrix to produce the St. Lucie County Regional Resilience Vulnerability Assessment Final Report. Staff is seeking Board acceptance of this Final Report.

In 2023, St. Lucie County entered into a grant agreement with the Florida Department of Environmental Protection (FDEP) for two Resilient Florida Program grant awards, to develop a community-wide Resilience Vulnerability Assessment (RVA) that analyzes current and future flood impacts on critical assets throughout the County. The project included interactive community presentations, and regular meetings of the St. Lucie Resilience Steering Committee which played a vital role in shaping the RVA. The Steering Committee represented various St. Lucie County, Port St. Lucie, Fort Pierce and St. Lucie Village departments, as well as local and regional agency staff.

The Resilient Florida Program was created by State Statute 380.093, F.S. and includes a mechanism for both planning and infrastructure grant funding, as well as setting specific criteria for conducting vulnerability assessments. The St. Lucie County Regional Resilience Vulnerability Assessment Final Report was prepared based on the criteria and standards set forth in state law and provides the necessary data and corresponding analyses for the County and cities to be eligible for future Resilient Florida infrastructure funding. It represents the first step in developing a comprehensive approach to mitigate and adapt to the effects of extreme and disruptive flood events and is another tool that can be used in planning for a sustainable and resilient community.

RECOMMENDATION:

Staff recommends the Commission's acceptance of the St. Lucie County Regional Resilience Vulnerability Assessment Final Report.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:
Paul Thomas, Building Department Director

COORDINATED WITH:
Sandra Bogan, St. Lucie County Resilience Navigator

Fiscal Impact

OTHER INFORMATION:
No fiscal impact.

Attachments

Final Report

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	05/19/2025 04:09 PM
City Manager	Richard Chess	05/19/2025 04:10 PM

Form Started By: Jennifer Robinson
Started On: 05/16/2025 08:41 AM
Final Approval Date: 05/19/2025

St. Lucie County
Regional Resilience Vulnerability Assessment
Final Report



This report is funded in part through a grant agreement (22PLN22) 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.

June 2025

TETRA TECH

ACKNOWLEDGEMENTS

The Project Team would like to thank the following individuals for serving on the St. Lucie Community Resilience Steering Committee and providing their input and expertise in this Regional Vulnerability Assessment Report:

ST. LUCIE COMMUNITY RESILIENCE STEERING COMMITTEE (current & past)

St. Lucie County

Benjamin Balcer, SLC Planning

Paulette Bell, SLC Utilities

Chris LeStrange, SLC Public Works

Patrick Dayan, SLC Public Works

Nick Linehan, SLC Public Works

Michael Manning, SLC Innovation, Resilience & Performance

Jennifer McGee, SLC Environmental Resources

Rebecca Olson, SLC Solid Waste & Utilities

Joshua Revord, SLC Inlets, Ports & Beaches

City of Fort Pierce

Jack Andrews, FP Engineering

Venetia Barnes, FP Engineering/Stormwater

Shaun Coss, FP Building Dept.

Kev Freeman, FP Planning

Paul Thomas, FP Building Dept.

Public Safety & Emergency Operations

Oscar Hance, SLC Public Safety

Sonji Hawkins, SLC Public Safety

Shane Ratliff, PSL Emergency Management

Billy Weinshank, PSL Emergency Management

City of Port St. Lucie

Marissa Da Breo-Latchman, PSL Planning

John Eason, PSL Utilities

Bret Kaiser, PSL Public Works

Teresa Lamar-Sarno, PSL Planning

Peter May, PSL Public Works

Kevin Matyjaszek, PSL Utilities

Kate Parmelee, PSL Strategic Initiatives

Colt Schwerdt, PSL Public Works

St. Lucie Village

Carl Peterson, SLV Building Official/Floodplain Manager

William Thiess, SLV Mayor

Agencies

Peter Buchwald, St. Lucie Transportation Planning Organization

Yi Ding, St. Lucie Transportation Planning Organization

Stefanie Myers, Florida Health Dept-SLC

Laurie Owens, Florida Health Dept-SLC

Terry Ann Paulo, Treasure Coast Regional Planning Council

Marty Sanders, St. Lucie School District

Jessica Seymour, Treasure Coast Regional Planning Council

Rachel Tennant, Fort Pierce Utilities Authority

Peter Tesch, SLC Economic Development Council

Stephanie Torres, St. Lucie Transportation Planning Organization

WITH SPECIAL GRATITUDE

To the residents, businesses, organizations and leaders of

St. Lucie County, Port St. Lucie, Fort Pierce and St. Lucie Village

PROJECT CONSULTANT TEAM

Tetra Tech, Inc.

Erin L. Deady, P.A.

Clearview Geographic, LLC

The Balmoral Group, LLC

Lori Lehr, Inc.

Search, Inc.

HDR, Inc.

The Firefly Group, LLC

EXECUTIVE SUMMARY

St. Lucie County (SLC), the City of Port St. Lucie (PSL), the City of Fort Pierce (FP) and St. Lucie Village (SLV) joined together to take a collaborative approach toward short- and long-term resilience planning. This St. Lucie County Regional Resilience Vulnerability Assessment (RVA) represents a foundational step in developing a community-wide resilience plan. The RVA takes a local, data-driven approach to evaluate the vulnerability of community-wide assets to the risks posed by flood impacts from sea level rise, and extreme rainfall and storm surge events.

The County and municipalities have a long history of collaborating to address a wide range of issues and to implement initiatives that lay the foundation for sustainability and resilience. From the acquisition and restoration of natural areas to the development of stormwater storage and conveyance systems, septic-to-sewer projects, water quality improvement efforts, and disaster preparedness, the St. Lucie community is well-positioned to continue to enhance its resilience to future hazard threats.

The St. Lucie County RVA is being done in concert and coordination with the State of Florida's resilience planning initiative. Established In 2021, the State's Resilient Florida program, through Florida Statute (F.S.) Section 380.093, acknowledged that "…the State is particularly vulnerable to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, storm surge from more frequent and severe weather systems, and sea level rise, and that such adverse impacts pose economic, social, environmental, and public health and safety challenges to the State" (Florida Senate 2021). The Resilient Florida program set requirements for a Statewide Sea-Level Rise and Flooding Vulnerability Assessment. The Statute also requires the Florida Department of Environmental Protection (FDEP) and the regional Water Management Districts to develop annual Sea-Level Rise and Flood Resilience Plans to include prioritized projects. Finally, the Resilient Florida program created a funding mechanism to support local government infrastructure projects and vulnerability assessments with the goal that every County perform a local, data-driven vulnerability assessment, which will be integrated into the statewide assessment.

In 2023, SLC entered into an agreement with FDEP to develop this SLC RVA in compliance with Florida Statute 380.093 (2023). This RVA assesses flooding impacts on critical assets–generally those local and regional assets that are considered critical to the health and safety of residents, the vitality of the economy and the integrity of the environment. This RVA maintains the eligibility of SLC and its municipalities for future infrastructure funding through the Resilient Florida Grant Program.

To identify the most impacted geographic areas and vulnerable assets throughout the County, the RVA analyzed future flood scenarios for 2040 and 2070 as required by 380.093 F.S. and 2100 for longer-term planning considerations. This RVA is based on best-available science and data, including geographic information system (GIS) database details, inundation mapping, and critical asset evaluation. Findings from this RVA will form the foundation for a SLC Regional Resilience Plan (RRP) which will outline actions that can increase the County's and the municipalities' capacity to adapt to weather-related stressors; prioritize needs of the community; identify funding sources; and provide guidance on proactive responses to potential risks and impacts. The RVA and subsequent RRP will ultimately provide the data, vulnerability analysis, strategic planning, adaptation evaluation,

engineering, and community engagement, to create a more resilient and sustainable future for the County and municipalities.

The RVA includes a systematic process to identify the potential vulnerabilities of the community to adverse impacts from flood hazards. It incorporates scientific data from technical sources such as the National Oceanic and Atmospheric Administration (NOAA) and the Federal Emergency Management Agency (FEMA), topographic and elevation data, hydrologic data, asset data, and sea level rise and rainfall projections. In addition, supplemental information in existing local studies relative to flood risk were utilized, as well as input from residents, organizations, agencies, government entities, and businesses. The RVA incorporated critical county, municipal and regionally significant assets. Critical assets are public assets, networks, and essential systems crucial for the well-being of SLC and its municipalities. Four categories of assets were evaluated: Transportation and Evacuation Routes; Critical Infrastructure; Community and Emergency Facilities; and Natural, Cultural, and Historic Resources.

The RVA focused on the following flood hazards based on Section 380.093, F.S. requirements:

- **Extreme rainfall** - the increased intensity and duration of precipitation events that often leads to severe flash flooding in low-lying areas.
- **Sea level rise** (SLR) - the gradual expansion and rise in the level of the world's oceans due to increased atmospheric and water temperatures as well as the melting of ice caps.
- **High tide flooding** - a consequence of rising sea levels, involves the recurrent inundation of low-lying areas by tidal waters during high tide events.
- **Storm surge** - an abnormal rise of seawater levels during a storm, caused by intense sustained onshore winds and low atmospheric pressure during extreme weather events.
- **Compound flooding** - occurs when multiple causes of flooding coincide simultaneously or subsequently within a short period of time, such as tidal, storm surge, and rainfall-induced flooding, intensified by rising sea levels.

The RVA employed a sequential methods approach, first characterizing vulnerability as a function of exposure and then asset sensitivity:

- **Exposure** – for this RVA, exposure refers to the presence of assets and ecosystems in areas where they could be adversely affected by flood hazards. The SLC RVA assessed exposure levels to each flood hazard and identified the depth of inundation caused by each flooding scenario for three planning horizons: 2040, 2070, and 2100.
- **Sensitivity** - refers to the degree to which a system or resource is or might be affected by hazards.

Within the analysis, 3,137 assets, primarily owned or maintained by the County and the municipalities. were classified as critical assets. Of these, 1,512 at-risk critical assets were prioritized for adaptation consideration throughout the County. The asset types include emergency facilities, healthcare facilities, community support buildings, water infrastructure, schools, historic structures, and similar resources.

Public stakeholders and steering committee members played a vital role in shaping the RVA by providing essential input and feedback. More than a dozen meetings or workshops were held to provide information on resilience planning and the development of the RVA, eliciting input from eleven different groups from neighborhood associations, non-profit organizations, and government and agency boards and committees. SLC and the municipalities established a resilience steering committee of key collaborators, comprising representatives from diverse backgrounds and associations. The resilience steering committee played a vital role in shaping the project by reviewing goals, offering input on study direction, identifying geographic context, guiding modeling methodologies, pinpointing available data and resources, providing specific asset information, and reviewing project findings. The steering committee represented various St. Lucie County, Port St. Lucie, Fort Pierce and St. Lucie Village departments including Planning & Development Services, Public Works, Utilities & Solid Waste, Engineering, Emergency Operations and Environmental Resources. The resilience steering committee was also comprised of various member agencies, including representatives from SLC Florida Department of Health, SLC School District, SLC Economic Development Council, St. Lucie Transportation Planning Organization and the Treasure Coast Regional Planning Council.

This RVA is the first step in developing a comprehensive approach to adapt to and mitigate the effects of unpredictable weather patterns and extreme weather events and lays the foundation for informed decision-making and a resilient future. This proactive approach, with a strong emphasis on community involvement, has laid the foundation for the development of this RVA. By adopting a forward-thinking philosophy, the County and the municipalities foster a sense of ownership and shared responsibility for addressing risks, while also enhancing preparedness and resilience. Furthermore, the recognition that identifying and addressing vulnerabilities, especially those related to critical assets, before they fail is the most fiscally responsible strategy - highlighting the County and municipality’s long-term commitment to resilience.

The St. Lucie Regional RVA increases our understanding of our community’s vulnerabilities. It serves as the foundation for evaluating natural hazard risks and identifying strategies for improved preparedness and responsiveness to crises, while informing future decision-making that leads to a more resilient and vibrant community. Again, the St. Lucie Regional RVA is prepared based on the criteria and standards set forth in state law and provides the necessary data and corresponding analyses for SLC and its municipalities to be eligible for future funding through the Resilient Florida Grant Program.

Table of Contents

1.0 INTRODUCTION 1-1

1.1 Project Background 1-1
1.2 Disclaimer 1-2
1.3 St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village Background 1-3
1.3.1 Physical Descriptors of the Area 1-3
1.3.2 Resilience Initiatives 1-5

2.0 RESILIENCE PLANNING GRANT 22PLN22 OVERVIEW 2-1

2.1 Introduction to Resilience Planning Grant 22PLN22 2-1
2.2 Project Goals and Objectives 2-1
2.3 Incorporation with the Community Development Block Grant Mitigation Program 2-1
2.4 Steering Committee 2-2
2.5 Public Engagement 2-2
2.5.1 Stakeholder and Public Engagement Events 2-3

3.0 HAZARDS 3-1

3.1 Sea Level Rise 3-1
3.2 Tidal Flooding 3-1
3.3 Storm Surge Flooding 3-2
3.4 Rainfall Induced Flooding 3-2
3.5 Compound Flooding 3-2

4.0 DATA COLLECTION AND ASSET INVENTORY 4-1

4.1 Asset Classes 4-1
4.1.1 Transportation Assets and Evacuation Routes 4-1
4.1.2 Critical Infrastructure 4-2
4.1.3 Critical Community and Emergency Facilities 4-3
4.1.4 Natural, Cultural, and Historical Resources 4-3
4.2 Supplementary Information 4-4
4.3 Regionally Significant Assets 4-4
4.4 Baseline Asset and Critical Asset Inventory Development 4-5
4.5 GIS Data Acquisition 4-6
4.6 Data Gap Analysis: Gathering, Reviewing, and Updating Data 4-6

5.0 ASSESSMENT ANALYSES METHODOLOGY 5-1

5.1 Exposure Analysis 5-1

5.1.1 Modeling Tools and Methodologies 5-1
5.1.2 Hazard Projections and Modeling Results 5-8
5.2 Sensitivity Analysis 5-29
5.2.1 Risk Assessment 5-30
5.2.2 Critical Asset Prioritization 5-33
6.0 SUMMARY AND ANALYSIS OF RESULTS 6-1
6.1 Flooding Implications 6-5
6.2 Critical Assets Prioritized by Asset Class 6-6
6.2.1 Transportation Assets and Evacuation Routes 6-7
6.2.2 Critical Infrastructure 6-7
6.2.3 Critical Community and Emergency Facilities 6-8
6.2.4 Natural, Cultural, and Historic Resources 6-8
6.2.5 6.2.4.2 Cultural and Historic Resources 6-20
6.3 Regionally Significant Assets 6-23
7.0 CONCLUSION 7-1
7.1 Next Steps 7-1
8.0 REFERENCES 8-1

List of Tables

Table 4-1. Critical Asset Tiers 4-5
Table 5-1. Data Sources for Flood Hazards 5-2
Table 5-2. Modeled Storm Events 5-3
Table 5-4. Projected Future High Tide Water Elevations 5-9
Table 5-5. Statistical Analysis of Historical High Tide Record 5-11
Table 5-6. Future Tidal Flooding Frequency 5-12
Table 5-7. Storm Surge Inundation Depth 5-14
Table 5-8. Precipitation in Inches for 24-Hour Storm Duration – Present Day 5-19
Table 5-9. Projected Precipitation in Inches for 24-Hour Storm Duration 5-20
Table 5-10. Rainfall Design Storm Criteria for Varying Storm Events 5-20
Table 5-11. Land Cover Category Manning's n Roughness and Percent Impervious 5-23
Table 5-12. Area of Land Cover Classifications 5-24
Table 5-13. NOAA Intermediate Low and Intermediate High Projections Combined Flood Scenario Water Rise Impacts 5-28
Table 5-14. Horizon Index Metrics 5-30

Table 5-15. Hazard Type In 5-31
Table 5-16. Flood Depth Index Metrics 5-32
Table 5-17. Asset Criticality Index Metrics 5-32
Table 5-18. Composite Risk Assessment Scores and Prioritization 5-34
Table 5-19. Sensitivity Analysis Scoring Methodology 5-35
Table 6-1. Number of Critical Assets per Prioritization Level and Asset Tier 6-5
Table 6-2. Future Land Inundation from Flood Indicators 6-6
Table 6-3. Example of Assets within the Transportation Asset Class 6-7
Table 6-4. Example of Assets within the Critical Infrastructure Category 6-7
Table 6-5. Example of Assets within the St. Lucie County Critical Community and Emergency Facilities Asset Class 6-8
Table 6-6. Land Use Land Cover Summary within St. Lucie County 6-11
Table 6-7. Acres of Conservation Lands in St. Lucie County 6-11
Table 6-8. Federal Listed Threatened and Endangered Species for St. Lucie County 6-11
Table 6-9. St. Lucie County Environmentally Significant Lands (ESL) 6-12
Table 6-10. Parks and Green Spaces, and Beaches and Beach Access Areas within St. Lucie County 6-14
Table 6-11. Example Natural Resource Adaptation Strategies for St. Lucie County 6-18
Table 6-12. St. Lucie County Historic and Cultural Assets 6-21
Table 6-13. St. Lucie Village Historic Structures 6-22
Table 6-14. Regionally Significant Assets within St. Lucie County 6-24

List of Figures

Figure 1-1. Project Milestones 1-2
Figure 1-2. St. Lucie County Boundary 1-4
Figure 2-1. Overview of Resilience Initiatives 2-2
Figure 2-2. Public Engagement Process 2-3
Figure 2-3. May 2025 Public Workshop Interactive Survey Question #1 2-4
Figure 2-4. May 2025 Public Workshop Interactive Survey Question #2 2-4
Figure 3-1. FDEP Resilient Florida Flood Hazards 3-1
Figure 4-1. FDEP Resilient Florida Program's Asset Classes 4-1
Figure 4-2. Transportation Assets within St. Lucie County 4-2
Figure 4-3. Critical Infrastructure Assets within St. Lucie County 4-2
Figure 4-4. Critical Community and Emergency Facility Assets within St. Lucie County 4-3
Figure 4-5. Natural, Cultural, and Historical Assets within St. Lucie County 4-4
Figure 5-1. Datums for the Virginia Key Tide Gauge. 5-5

Figure 5-2. Virginia Key Tide Gauge Sea Level Data (Measured in feet) and Projections of Future Water Elevations....5-6
Figure 5-3. Sea Level Increase from 1931 to 2024....5-7
Figure 5-4. Mean Sea Level Rise Projections (measured in feet) for Virginia Key....5-8
Figure 5-5. Sea Level Rise + High Tide Flooding 2070 NOAA Intermediate High Sea Level Rise....5-10
Figure 5-6. Days of Tidal Flooding 2070 NOAA Intermediate High Sea Level Rise....5-13
Figure 5-7. Category 3 Storm Surge....5-15
Figure 5-8. Category 5 Storm Surge....5-16
Figure 5-9. NOAA Atlas 14 Rainfall Time Series Table for St. Lucie County....5-17
Figure 5-10. County Extent and Boundary Condition Lines for Northern, Southern, Eastern, and Western Boundaries....5-18
Figure 5-11. 2D Digital Elevation Model (DEM)....5-19
Figure 5-12. 25-Year Design Storm Criteria for St. Lucie County....5-21
Figure 5-13. 100-Year Design Storm Criteria for St. Lucie County....5-21
Figure 5-14. 500-Year Design Storm Criteria for St. Lucie County....5-22
Figure 5-15. St. Lucie County Soil Types....5-23
Figure 5-16. St. Lucie County Land Cover....5-24
Figure 5-17. 25-Year 24-Hour Rainfall-Induced Flooding Depths – Present Day....5-26
Figure 5-18. 100-Year 24-Hour Rainfall-Induced Flooding Depths - Present Day....5-26
Figure 5-19. 100-Year 24-Hour Rainfall-Induced Flooding Depths – 2070 NOAA Intermediate High Sea Level....5-27
Figure 5-20. Present Day Sea Level Rise + Category 3 Storm Surge + 25-Year Rainfall Flooding Depths....5-29
Figure 5-21. Three-Step Sensitivity Analysis Process....5-30
Figure 5-22. Critical Asset Prioritization Methodology....5-34
Figure 6-1. Days of Tidal Flooding 2070 NOAA Intermediate High Sea Level Rise....6-2
Figure 6-2. 2070 100-Year 24-Hr. Rainfall Flooding + 2070 NOAA Intermediate High Sea Level Rise....6-3
Figure 6-3. Present Day Category 3 Storm Surge....6-4
Figure 6-4. 100-Year 24-Hour Rainfall + 2040 NOAA Intermediate High Sea Level Rise....6-5
Figure 6-5. Figure 65: Map of Natural Resources (Florida Land Use, Cover, and Forms Classification)....6-10
Figure 6-6. Map of Parks, Preserves, Open Spaces, Community Centers, and Museums within St. Lucie County....6-14
Figure 6-7. Regionally Significant Assets within St. Lucie County....6-24

List of Appendices

Appendix A: Exposure Analysis Map Series

Appendix B: Regional Vulnerability Assessment Public Workshop Results (May 2025)

Acronyms and Abbreviations

County	St. Lucie County
CVS	composite vulnerability score
DEM	digital elevation model
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FP	Fort Pierce
F.S.	Florida Statute
GIS	geographic information system
gSSURGO	Gridded Soil Survey Geographic Database
HEC-RAS	Hydrologic Engineering Center's River Analysis System
HSG	Hydrologic Soil Group
HTF	high tide flooding
HUD	U.S. Department of Housing and Urban Development
LMS	Local Mitigation Strategy
MHHW	mean higher high water
MHW	mean high water
MLW	mean low water
MLLW	mean lower low water
MSL	mean sea level
Municipalities	Port Saint Lucie, Fort Pierce, and Saint Lucie Village
NAVD 88	North American Vertical Datum 88
NIH	NOAA intermediate-high (sea level rise projection)
NIL	NOAA intermediate-low (sea level rise projection)
NOAA	National Oceanic and Atmospheric Administration
PSL	Port St Lucie
RRP	Regional Resilience Plan
RVA	Resilience Vulnerability Assessment
SFWMD	South Florida Water Management District
SLC	St. Lucie County
SLOSH	Sea, Lake, and Overland Surges from Hurricanes
SLR	sea level rise
SLV	St. Lucie Village
T&E	threatened and endangered species
USACE	U.S. Army Corps of Engineers

Glossary

Adaptation: The process of adjustment to actual or expected threats and impacts, in order to moderate harm or exploit beneficial opportunities. Adaptive capacity is the ability to make these adjustments based on feedback loops.

Assets: People, resources, ecosystems, infrastructure, and the services they provide. Assets are the tangible and intangible things people or communities' value.

Asset Criticality Index: The metric used to account for a critical assets' significance during and immediately after crisis events.

Bathtub Method/Model: The projected sea level rise at a point in time that is added to the current water elevation and overlaid on the existing topography to identify potential future inundated areas.

Composite Vulnerability Score: The comprehensive metric (derived from the risk assessment), integrating weighted components to offer a holistic measure of flood-related risk to County assets.

Critical Assets/Infrastructure: Public assets, networks, and essential systems crucial for the well-being of St. Lucie County and the municipalities. Disruption or damage to critical infrastructure would lead to negative community, environmental, and/or economic consequences.

Days of Tidal Flooding: The number of days that the water level exceeds mean higher high water at (in this study) the Virginia Key Tide Gauge, when that water level is adjusted for sea level rise.

Exposure: The presence of people, assets, and ecosystems in places where they could be adversely affected by hazards.

Flood Mitigation: Structural changes to reduce the frequency and severity of flood damages.

Hazard: An event or condition that may cause injury, illness, or death to people or damage to assets or otherwise impede their normal function.

Hazard Mitigation: When used by the Federal Emergency Management Agency (FEMA), the actions taken to reduce loss of life and property by lessening the impact of near future disasters.

Hazus: A GIS-based software tool that applies engineering and scientific risk calculations to provide defensible damage and loss estimates.

Horizon Index: The metric used to assess the immediacy of flooding impacts by categorizing planning horizons and utilizing a multiplier system to emphasize the criticality of near-term impacts. This tool aids in prioritizing adaptation measures, infrastructure investments, and policy responses based on the expected timeframe of weather-related challenges.

Impacts (negative impacts in this discussion): Effects on natural and human systems that result from hazards. Evaluating potential impacts is a critical step in assessing vulnerability.

Impact Index: The metric used to assess potential impacts of flooding by considering average flood depths, to prioritize resource allocation and improve community resilience.

Infrastructure: Fundamental physical and organizational structures (man-man and natural) and facilities necessary for the functionality of a community.

Likelihood: The probability of an asset being impacted by a hazard based on its geographical position.

Mitigation: A human intervention to reduce impacts from current or future impacts.

Nature-based Solutions: Efforts to safeguard, sustainably manage, and restore natural or altered ecosystems, addressing societal challenges in an adaptive and effective manner, while simultaneously enhancing human well-being and biodiversity.

Planning Horizon: The projected conditions at a future date, in this study the planning horizons are 2040, 2070, and 2100.

Projections: Potential future conditions calculated by computer-based models of the earth system. Projections are based on sets of assumptions about the future scenarios of human actions that may or may not be realized.

Regionally Significant Assets: Vital facilities within the County that cater to a wider geographic scope, spanning neighboring communities, and may be but are not inherently under the County's ownership and maintenance.

Resilience: The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption.

Risk: The potential total cost if something of value is damaged or lost, considered together with the likelihood of that loss occurring. Risk is often evaluated as the probability of a hazard occurring multiplied by the consequences that would result if it did happen.

Risk Assessment: The process of evaluating and prioritizing critical assets by using a weighted system that combines three indexes—flood risk index, horizon index, and social index—to produce a comprehensive measure of flood related risk.

Risk Index: The metric used to assess County critical assets based on their exposure to various flood scenarios. This index considers both the type of flood impact and the frequency of exposure. This approach prioritizes critical assets by employing a tiered system to identify those facing the highest risks to flooding-related hazards.

Scenarios: A set of assumptions about the future regarding the level and effectiveness of mitigation efforts and other physical processes, each with a level of uncertainty associated with it.

Sea Level Rise (Absolute Sea Level Rise): An increase in the height of the ocean surface above the center of the earth, without regard to whether nearby land is rising or falling.

Section 380.093(3), F.S.: A Florida statute passed in 2021, 380.093(3), F.S. pertains to vulnerability assessments related to flooding and sea level rise in the state of Florida. It requires the state to compile a comprehensive statewide assessment of specific risks posed by flooding and sea level rise.

Sensitivity: The degree to which a system, population, or resource is or might be affected by hazards.

Stillwater Elevations: The level of water in a body of water, such as a lake or river, under various conditions but not including wave action. This measurement is crucial in understanding water levels for purposes like flood prediction, navigation safety, and water resource management. It represents the height of the water surface when it is not affected by wind waves or tidal forces, providing a baseline for gauging water levels and their potential impacts.

Tidal Flooding: Defined in Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S. as "Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water."

Uncertainty: The inability to predict, with 100 percent accuracy, a particular outcome because future weather and climate arise from the complexity of variables within the system, including adaptations or other human actions, and the ability of models to represent scenarios with absolute certainty, as well as the inability to predict the decisions that society will make.

Vulnerability: The propensity or predisposition of assets (human, ecological, and man-made) to be adversely affected by hazards. Vulnerability encompasses the degree of exposure, sensitivity, risk, potential impacts, and adaptive capacity.

Vulnerability Assessment: A process for identifying who or what is vulnerable to certain conditions and impacts. It is the combination of exposure, sensitivity, and adaptive capacity.

24-Hour Rainfall: In this document, the 25-, and 100-year 24-hour rainfall. It is the amount of rainfall within a 24-hour period that has either a 4 percent (25-year), or a 1 percent (100-year) chance of occurring in any given year.

1.0 INTRODUCTION

1.1 Project Background

St. Lucie County (SLC), the City of Port St. Lucie (PSL), the City of Fort Pierce (FP) and St. Lucie Village (SLV) joined together to take a collaborative approach toward short- and long-term resilience planning. This St. Lucie County Regional Resilience Vulnerability Assessment (RVA) represents a foundational step in developing a community-wide resilience plan. The RVA takes a local, data-driven approach to evaluate the vulnerability of community-wide assets to the risks posed by flood impacts from sea level rise (SLR), extreme rainfall, storm surge and compound events.

The St. Lucie County RVA is being done in concert and coordination with the State of Florida's resilience planning initiative. Established In 2021, the State's Resilient Florida program, through Florida Statute (F.S.) Section 380.093, acknowledged that "…the State is particularly vulnerable to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, storm surge from more frequent and severe weather systems, and sea level rise, and that such adverse impacts pose economic, social, environmental, and public health and safety challenges to the State" (Florida Senate 2021). The Resilient Florida program set requirements for a Statewide Sea-Level Rise and Flooding Vulnerability Assessment. The Statute also requires the Florida Department of Environmental Protection (FDEP) and the regional Water Management Districts to develop annual Sea-Level Rise and Flood Resilience Plans to include prioritized projects. Finally, the Resilient Florida program created a funding mechanism to support local government infrastructure projects and vulnerability assessments with the goal that every County perform a local, data-driven vulnerability assessment, which will be integrated into the statewide assessment.

In 2023, SLC entered into an agreement with FDEP to develop this SLC Regional RVA in compliance with Florida Statute 380.093 (2023) and it identifies the most impacted geographic areas and vulnerable assets throughout the County. The RVA analyzed future flood scenarios for 2040 and 2070 as required by 380.093 F.S. and 2100 for longer-term planning considerations. This RVA is based on best-available science and data, including geographic information system (GIS) database details, inundation mapping, and critical asset evaluation. Findings from this RVA will form the foundation for a SLC Regional Resilience Plan (RRP) which will outline actions that can increase the County's and the municipalities' capacity to adapt to weather-related stressors; prioritize needs of the community; identify funding sources; and provide guidance on proactive responses to potential risks and impacts. The RVA and subsequent RRP will ultimately provide the data, vulnerability analysis, strategic planning, adaptation evaluation, engineering, and community engagement, to create a more resilient and sustainable future for the County and municipalities.

The RVA includes a systematic process to identify the potential vulnerabilities of the community to adverse impacts from flood hazards. It incorporates scientific data from technical sources such as the National Oceanic and Atmospheric Administration (NOAA) and the Federal Emergency Management Agency (FEMA), topographic and elevation data, hydrologic data, asset data, and sea level rise and rainfall projections. In addition, supplemental information in existing local studies relative to flood risk were utilized, as well as input from residents, organizations, agencies, government entities, and

businesses. The RVA incorporated critical county, municipal and regionally significant assets. Critical assets are public assets, networks, and essential systems crucial for the well-being of SLC and its municipalities. Four categories of assets were evaluated: Transportation and Evacuation Routes; Critical Infrastructure; Community and Emergency Facilities; and Natural, Cultural, and Historic Resources.

The RVA focused on rainfall-induced flooding, high tide flooding, storm surge flooding, sea level rise flooding and compound flooding, which occurs when multiple causes of flooding coincide simultaneously or within a short period of time.

This RVA is the first step in developing a comprehensive approach to adapt to and mitigate the effects of unpredictable weather patterns and extreme weather events and lays the foundation for informed decision-making and a resilient future. This proactive approach, with a strong emphasis on community involvement, has laid the foundation for the development of this RVA. By adopting a forward-thinking philosophy, the County and the municipalities foster a sense of ownership and shared responsibility for addressing risks, while also enhancing preparedness and resilience. Furthermore, the recognition that identifying and addressing vulnerabilities, especially those related to critical assets, before they fail is the most fiscally responsible strategy - highlighting the County and municipality's long-term commitment to resilience.

The St. Lucie Regional RVA increases our understanding of our community's vulnerabilities. It serves as the foundation for evaluating natural hazard risks and identifying strategies for improved preparedness and responsiveness to crises, while informing future decision-making that leads to a more sustainable and resilient community. Again, the St. Lucie Regional RVA is prepared based on the criteria and standards set forth in state law and provides the necessary data and corresponding analyses for SLC and its municipalities to be eligible for future funding through the Resilient Florida Grant Program.

The core project milestones are delineated in Figure 1-1.



Figure 1-1. Project Milestones

1.2 Disclaimer

The SLC Regional RVA uses publicly available data, asset data provided by SLC and the municipalities, and standard practices and methodologies for evaluating flood hazards available at of the time of this study (March 2025). The RVA results are formulated using GIS modeling that projects water levels across the ground elevation of the study area but does not factor specific drainage pathways. The

findings presented in this report are derived from data with varying degrees of uncertainty and underlying assumptions and should be viewed as indicators of relative risk across different areas of SLC and the municipalities. The analysis results provided in this report are intended to aid inquiries regarding asset vulnerability and provide basic planning level information.

1.3 St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village Background

1.3.1 Physical Descriptors of the Area

1.3.1.1 Geographical Setting and Characteristics

St. Lucie County, located along Florida's Treasure Coast, is known for its beautiful beaches, vibrant communities, and rich agricultural history. St. Lucie County is home to a mix of urban and suburban communities, economic hubs, agricultural lands, and protected natural areas. The largest city, Port St. Lucie, is one of the fastest-growing cities in Florida, while Fort Pierce and St. Lucie Village are smaller and have a more historic and maritime character.

Spanning approximately 688 square miles, natural resources have defined the culture of the community throughout its history. There are more than two dozen natural areas within St. Lucie County encompassing more than 25,000 acres of parks and preserves, from pristine beaches to cypress hammocks and freshwater marshes.

With 21 miles of Atlantic coastline, as well as the North Fork St. Lucie River and the Indian River Lagoon within its boundaries, water is a way of life in St. Lucie County.

The Indian River Lagoon (IRL) is a shallow-water estuary that spans 156 miles from Brevard County to just south of St. Lucie County. It is one of North America’s most diverse estuaries with more than 4,400 species of plants and animals, including 35 that are listed as threatened or endangered. For more than a century, people have been drawn to the Lagoon for its biodiversity, temperate climate and close proximity to the Atlantic Ocean. The IRL supports commercial and recreational fisheries and acts as an economic engine for the region. As of 2016, the annual economic value of the Lagoon was estimated to be $7.6 billion, which included nearly 72,000 jobs, and recreational opportunities for more than 7.4 million visitors per year.

The North Fork St. Lucie River (NFSLR) was designated as an aquatic preserve in 1972 and is a freshwater system upstream and a brackish system near the St. Lucie Estuary. The NFSLR river supports a variety of federally and state protected species such as American alligators, manatees, wood storks and tricolored herons. The North Fork is home to more species of fish than any other river in the state and provides important habitat for the juvenile phases of commercially important species such as blue crabs, snook, snapper, drum and shrimp. The NFSLR drains an area of approximately 108,165 acres (169 square miles) in eastern St. Lucie County and northeastern Martin County. Historically, it was a slow-moving and meandering river in a largely forested catchment until dredge and fill operations to “straighten” the river were completed in the early 1900’s. These activities and accelerated growth in SLC have resulted in long-standing impacts, including loss of natural stormwater storage and filtration, severe erosion of channel banks and increased sedimentation, all of which increase the risk of flooding in surrounding areas. Working collaboratively, the County and municipalities launched the Environmentally Significant Lands Program in 1994, following

overwhelming citizen approval of a $20 million local bond referendum. The goal of the Program is to conserve and safeguard ecosystems in their natural condition while allowing for appropriate public access. Through additional partnerships and leveraging bond funding, the more than two dozen preserves have been established totaling over 11,000 acres.

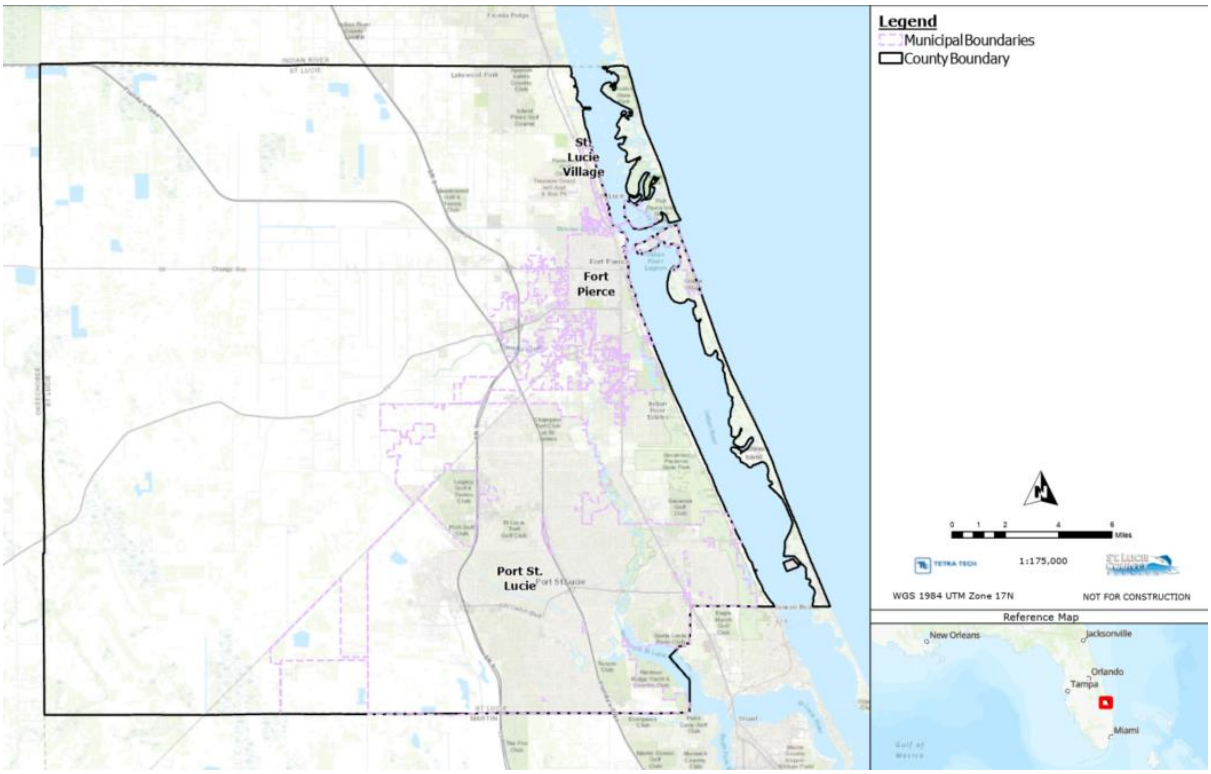


Figure 1-2. St. Lucie County Boundary

1.3.1.2 Economic & Demographic Overview

Together, St. Lucie County and the municipalities have a population of approximately 385,746 residents (Florida Bureau of Economic and Business Research, 2024 current population estimate). The County has a relatively diverse economy, with tourism, healthcare, retail, and agriculture representing its major sectors. Proximity to the coast makes tourism and recreational industries important contributors to the local economy, with visitors drawn to the county's beaches, parks, and fishing spots. Additionally, the county benefits from a strong retail and service sector, which caters to both residents and tourists.

The County's demographic landscape features a balanced age distribution, with around 19.6 percent of the population under the age of 18 and approximately 24.8 percent aged 65 and older. Ethnically, the County's population is comprised of about 71.2 percent White, 23.4 percent Black or African American, 22.3 percent Hispanic or Latino, and a smaller percentage of other racial groups (U.S. Census Bureau 2023).

Educational attainment shows that roughly 88.6 percent of the population holds a high school diploma or higher, while about 25.4 percent have a bachelor's degree or advanced degree.

Economically, St. Lucie County's median household income stands at $69,027, with a poverty rate of about 10 percent (U.S. Census Bureau 2023). Housing in the County is characterized by a split between renters and homeowners, with 77.7 percent of residents owning their homes and 22.3 percent renting. The housing market in SLC reflects the rising demand for coastal living, with rental and home ownership costs steadily increasing, contributing to a dynamic but increasingly competitive housing landscape.

1.3.1.3 St. Lucie County Vulnerabilities

As a low-lying coastal community, SLC and the municipalities are at the forefront of impacts from more frequent extreme weather occurrences, highlighting the need for proactive planning to safeguard its residents, assets, and resources.

In the context of SLC and the municipalities, the RVA's primary goal is to understand these unique conditions, the interaction of various systems and the complex array of challenges to assess and develop appropriate and proactive responses. With rising atmospheric and ocean temperatures, shifting weather patterns, and increased frequency of extreme events, these changes create direct and indirect impacts across different areas in SLC and the municipalities, affecting various facets of the region's environment, economy, and society. As sea level continues to increase, heightened risks include coastal erosion, more frequent and severe flooding both seasonal and year-round, and compromised infrastructure.

Moreover, the heightened occurrence and severity of storms, encompassing hurricanes and tropical storms, represent a significant threat to SLC's coastal regions. Higher ocean temperatures fuel hurricane intensity as they approach the coast, while elevated sea level amplifies the impact of storm surges, heightening the likelihood of severe inundation during storm events.

1.3.2 Resilience Initiatives

1.3.2.1 Background

The County and municipalities have demonstrated their commitment to community resilience planning through a proactive approach, implementing several adaptation and mitigation projects. Notable examples include the floodproofing and elevation of critical infrastructure, the construction of living shorelines, acquisition and conservation of natural lands, and the installation of stormwater storage and management systems to reduce flooding risks. Additionally, the County and municipalities have a range of approved projects within its Local Mitigation Strategy (LMS), such as retrofitting public buildings to serve as emergency shelters, enhancing seawall structures, and storm hardening of essential facilities. To lead resilience efforts, the County completed a community-wide Sea Level Rise Vulnerability Assessment in 2021, prior to the Resilient Florida Program being launched. The County and municipalities have produced disaster and hurricane preparedness guides and worked with numerous agencies for distribution. Recognizing the importance of community involvement, SLC encourages residents to participate in documenting real-time flooding events. By uploading photographs and information to the South Florida Water Management District's (SFWMD) Flood Observation Survey tool, residents assist local and regional stormwater management planners in developing strategies to reduce flood risks. The County and

municipalities also participate in FEMA National Flood Insurance Program's (NFIP) Community Rating System program, which brings significant cost savings to residents for NFIP flood insurance policies.

This proactive approach, with a strong emphasis on community involvement, has laid the foundation for the development of this RVA update. By adopting a forward-thinking philosophy, the County and municipalities foster a sense of ownership and shared responsibility for addressing risks, while also enhancing preparedness and resilience. Furthermore, the recognition that identifying and addressing vulnerabilities, especially those related to critical assets before they fail, is the most fiscally responsible strategy – highlighting the County's and municipalities' long-term commitment to resilience.

1.3.2.2 Stormwater Master Plans

The County is currently (2025) undertaking a Stormwater Master Plan that will serve as a comprehensive roadmap for managing stormwater in a sustainable and cost-effective manner. The plan aims to reduce flood risks, protect water quality, and support community and economic development. Key initiatives include the inventory of existing stormwater systems, identification of high-risk flood areas, and implementation of advanced stormwater management technologies. The plan also emphasizes the importance of community engagement, encouraging residents to participate in documenting real-time flooding events through tools like the SFWMD's Flood Observation Survey. By integrating these efforts, the County aims to enhance the resilience of its infrastructure, improve the health of local water bodies such as the Indian River Lagoon and St Lucie River, and ensure a safer, more sustainable future for its residents.

1.3.2.3 Environmentally Significant Lands Program

SLC, PSL, FP and SLV worked together on a 1994 ballot initiative to protect environmentally significant lands throughout the County. SLC citizens overwhelmingly passed this $20 million bond referendum, resulting in the acquisition and management of over 11,000 acres. The goal of the Environmentally Significant Lands Program is to conserve, safeguard, and rehabilitate ecosystems in their natural condition while allowing for appropriate public access. These protected ecosystems enhance the quality of life for residents while acting as a natural defense against stormwater runoff and flooding.

1.3.2.4 Naturally PSL: Green Spaces & Places

"Naturally PSL: Green Spaces & Places" is a community-driven initiative inspired by the collective vision of Port St. Lucie residents. It aims to raise awareness about the City's green spaces, provide information on upcoming projects, and work with partners in contributing to land acquisition and green space enhancements. With residents and partners, this program seeks to protect 744 acres of conservation and recreational land within the city limit, expanding and activating 41 miles of recreational trails, recruiting new volunteers, and fostering innovative approaches to enhance community resiliency.

1.3.2.5 Grow Green Urban Forestry Initiative

The City of Port St. Lucie's Grow Green initiative expands and enhances its urban forestry program by planting trees along transportation corridors, at key development sites, and on private property to increase the urban canopy cover. Trees provide multiple benefits, not only adding beauty and

reducing localized heat, but also by playing a significant role in reducing the impacts of stormwater and flooding.

1.3.2.6 Torino Regional Park

The Conceptual Master Plan for Torino Regional Park, which spans 195.17 acres, features passive and active amenities that are compatible with the site's natural prairie, hydric pine flatwood and marshes, and over 32 acres of wetlands. Preserving and protecting these natural assets throughout the future park is critical in enhancing both city and county resilience goals through mitigating flood risk, improving water quality, and supporting regional biodiversity while providing adaptive recreational spaces for residents.

1.3.2.7 McCarty Ranch Extension & Preserve/ St. Lucie River/C-23 Water Quality

McCarty Ranch Preserve spans over 3,100 acres and plays a vital role in Port St. Lucie's resilience strategy by functioning as both a major stormwater storage facility and a water quality improvement project. Acquired in 2012 to address flooding, pollution, and water supply challenges, the preserve is engineered to capture and retain up to 21 billion gallons of stormwater annually, preventing approximately 9 billion gallons of untreated runoff from entering the North Fork of the St. Lucie River each year. Its ability to capture, store, and treat billions of gallons of stormwater annually directly reduces the risk of localized flooding, relieves pressure on downstream drainage infrastructure, prevents nutrient-laden runoff from polluting sensitive waterways, and secures regional water supply for generations to come.

1.3.2.8 Half Cent Sales Tax

In 2018, SLC, PSL, FP and SLV residents approved a ballot proposal to increase the sales tax by ½ cent to fund projects to reduce neighborhood flooding, improve water quality, improve local roads, reduce traffic congestion and add sidewalks.

1.3.2.9 13FEMA Community Rating System

FEMA's Community Rating System is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the NFIP. In Community Rating System communities, NFIP flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community's efforts. SLC and the municipalities recognize the importance of floodplain management as a community-based effort to prevent or reduce the risk of flooding, resulting in a more resilient community and reducing the financial impacts of flooding. For each higher Class rating a local government obtains (higher class rating receives a 'lower class number'), the entire community receives 5 percent off their NFIP flood insurance premiums. Currently, the City of Fort Pierce maintains a Class 6 rating, and St. Lucie County and Port St. Lucie a Class 5 rating, resulting in a 20 percent and 25 percent reduction in flood insurance rates for the entire community.

1.3.2.10 St. Lucie County Unified Local Mitigation Strategy

The St. Lucie County Unified Local Mitigation Strategy (LMS) establishes a framework for implementing and coordinating mitigation goals, objectives, and projects aimed at reducing impacts

on the public, property, and the environment. The Unified Local Mitigation Strategy Working Group (consisting of St. Lucie County, the cities of Port St. Lucie, Ft. Pierce, and St. Lucie Village, and multiple agencies and non-profits countywide) updates the Local Mitigation Strategy document every 5 years which outlines the various hazards we face within St. Lucie County.

1.3.2.11 St. Lucie Community Resilience Steering Committee

In February 2021, the county established a steering committee comprising representatives from all three city governments within the county, as well as county staff specializing in emergency management, community health, regional planning, transportation, economic development, and the school board. This multi-jurisdictional and multi-agency committee collaborates on developing and implementing resilience strategies. The steering committee aims to take systematic approaches that reduce risk to people, infrastructure, the environment, and the economy from potential impacts to the local community. The committee strives to provide robust avenues for citizen and sector stakeholder engagement in plan development process, to realize a resilience plan that protects the health, safety and well-being of all residents in an equitable way.

1.3.2.12 St. Lucie County 2021 Vulnerability Assessment Study

In June 2021, SLC conducted a vulnerability assessment study that involved the development of a community-wide resilience plan. Funded by a grant from the FDEP, the project involved a Vulnerability Assessment that analyzed risks from sea level rise. The assessment covered water issues, critical infrastructure, historic resources, and at-risk populations. The report also included comprehensive maps showing projected SLR impacts for 2040, 2070, and 2100 (Tetra Tech 2021).

1.3.2.13 Comprehensive Planning

Coastal Management Element

Required by Florida Statute (Sections 163.3177(6)(g) and 163.3178, F.S.), the Coastal Management Element of the St. Lucie County Comprehensive Plan aims to maintain, restore, and enhance the overall quality of the coastal zone environment and protect human life and limit public expenditures in areas prone to natural disasters. It also seeks to plan for and, where necessary, restrict development activities that could damage or destroy coastal resources. The Coastal Planning Area includes unincorporated regions adjacent to the ocean, estuarine shorelines, and the shoreline of the North Fork of the St. Lucie River and its tributaries.

The 2019 Comprehensive Plan inventories natural resources, land use, historical resources, and critical infrastructure within the coastal zone of St. Lucie County. It analyzes their risks in relation to stressors and outlines disaster planning strategies and adaptation plans to mitigate these risks. The plan aligns with the St. Lucie County Local Mitigation Strategy, ensuring a coordinated approach to enhancing resilience and protecting coastal resources (SLC 2019).

Conservation Element

The Conservation Element of the St. Lucie County Comprehensive Plan aims to promote the conservation, appropriate use, and protection of natural resources within the County. Required by Florida Statute (Section 163.3177(6)(d), F.S.), this element covers various aspects including the

general characteristics of the land, air quality, local ecosystems, water resources, natural flood plains, and important resources for commercial and recreational uses. It also emphasizes water conservation, energy conservation and resilience planning.

The 2019 Comprehensive Plan addresses the conservation of local ecosystems, such as wetlands and forests, and the protection of water resources, including rivers, lakes, and aquifers. The plan also identifies natural flood plains and outlines strategies to preserve these areas to mitigate flood risks.

Additionally, the Conservation Element highlights the importance of maintaining resources that support commercial and recreational activities, such as fisheries and parks. Resilience planning is a key focus, with strategies to adapt to and mitigate impacts, ensuring the long-term sustainability of St. Lucie County's natural resources (SLC 2024).

2.0 RESILIENCE PLANNING GRANT 22PLN22 OVERVIEW

2.1 Introduction to Resilience Planning Grant 22PLN22

The County received a grant from the Resilient Florida Grant Program through the FDEP to prepare a countywide RVA update pursuant to Section 380.093, F.S. [2023]. The objective of the Resilient Florida program is to identify and address the risks of flooding hazards on critical and regionally significant assets.

The County's resulting RVA update adheres to vulnerability assessment requirements contained within Section 380.093(3), F.S. [2023] The St. Lucie Regional RVA will support Florida's coordinated approach to address coastal and inland resiliency through the Statewide Flooding and Sea Level Rise Resilience Plan. The Florida Legislature acknowledged "…the State is particularly vulnerable to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, storm surge from more frequent and severe weather systems, and sea level rise, and that such adverse impacts pose economic, social, environmental, and public health and safety challenges to the State" (Florida Senate 2021).

2.2 Project Goals and Objectives

The key primary goals and objectives of the RVA project are as follows:

- Model the exposure of County and municipal assets to the flood hazards
- Determine the sensitivity and risk related to exposed assets
- Gather and incorporate public and stakeholder input
- Assign a vulnerability level to exposed assets for prioritization
- Incorporate results into future County and municipal planning initiatives and the RRP

2.3 Incorporation with the Community Development Block Grant Mitigation Program

The methodologies and results within this Resilient Florida funded RVA will complement the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Mitigation Program RVA also being conducted by SLC. This Resilient Florida RVA focuses on flood related hazards while the CDBG RVA will evaluate additional hazards and socioeconomic elements (Figure 2-1). Results from both RVAs will form the foundation of the community-wide RRP.

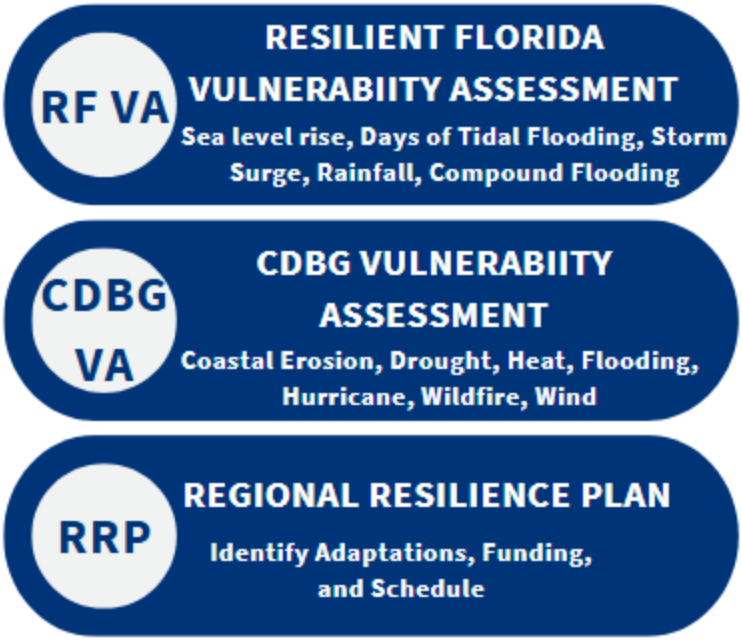


Figure 2-1. Overview of Resilience Initiatives

2.4 Steering Committee

SLC and the municipalities established a resilience steering committee of key collaborators, comprising representatives from diverse backgrounds and associations. The resilience steering committee played a vital role in shaping the project by reviewing goals, offering input on study direction, identifying geographic context, guiding modeling methodologies, pinpointing available data and resources, providing specific asset information, and reviewing project findings. The steering committee represented various County and municipal departments including Planning & Development Services, Public Works, Utilities & Solid Waste, Engineering, Emergency Operations, and Environmental Resources. The resilience steering committee was also comprised of various member agencies, including representatives from SLC Florida Department of Health, SLC School District, SLC Economic Development Council, St. Lucie Transportation Planning Organization, and the Treasure Coast Regional Planning Council. The resilience steering committee met throughout the process to review information, recommendations and discuss key project milestones and decisions.

2.5 Public Engagement

Community resilience refers to the ability of governments, individuals, organizations, institutions, and businesses to anticipate, respond to, endure, and recover from both immediate and prolonged pressures stemming from unpredictable weather patterns and extreme events, rising sea levels, increased flooding frequency, and heightened storm severity. To establish community resilience, it is essential to actively engage stakeholders when shaping planning efforts and determining adaptation strategies and infrastructure priorities. Without this inclusive approach, policies or projects may lack sufficient public backing that would be needed to implement policy recommendations over time, particularly amidst political or economic uncertainties.

Public involvement for the RVA was focused on sharing resilience information and the findings of the RVA and gathering feedback from community members. Information was provided to and received from members of the community through public meetings and surveys. Public engagement and outreach efforts for this project were geared toward communicating relevant science-based information that engaged the public, community leaders, and subject matter experts, regardless of education and technical background. Utilizing various methods and multimedia tools collaboratively, the outreach initiatives aimed to enhance community understanding and involvement in the science and technical aspects behind the RVA. The approach to public engagement empowered the community to engage, share, help formulate the RVA and to take informed actions in safeguarding their quality of life within the community.



Figure 2-2 outlines the public engagement approach utilized by the Project Team. The public engagement process was integral to the project's success, encompassing multiple phases to ensure comprehensive community involvement and support. The process began with strategic planning for engagement events, followed by listening sessions to better understand stakeholders' priorities and insights at these events.


Plan Engagement
Listen to Stakeholders
Evaluate & Coordinate
Present Hazards & Adapatation
Further Coordination & Validation
Document Engagement Outcomes

Figure 2-2. Public Engagement Process

Public input and feedback were actively sought in public workshops, surveys, and engagement activities promoted through various relevant websites, calendars, email lists, newsletters, and social media platforms.

Community involvement played a pivotal role in identifying factors crucial to this project. The Project Team evaluated the information gathered from the community and coordinated efforts to integrate the input into the project, while documenting the engagement outcomes to provide a transparent record of the community's contributions.

2.5.1 Stakeholder and Public Engagement Events

St. Lucie County hosted stakeholder engagement meetings beginning in March 2023 to introduce and elicit feedback on resilience planning and data-driven vulnerability assessment. This included three community workshops conducted in May 2025 to present the results of the St. Lucie RVA.

The purpose of these meetings was to allow the public to enter a dialogue where they were able to ask questions and provide community-specific input on the results of the analyses as well as the methodologies and assumptions. During these meetings, the County conducted exercises encouraging the public to identify areas of flooding and the critical assets important to them as part of

the adaptation strategy development. Figure 2-3 and Figure 2-4 exhibit examples of the outputs derived from the input provided by participants during these public workshops. Please see **Appendix B** for the comprehensive results of the public workshops.

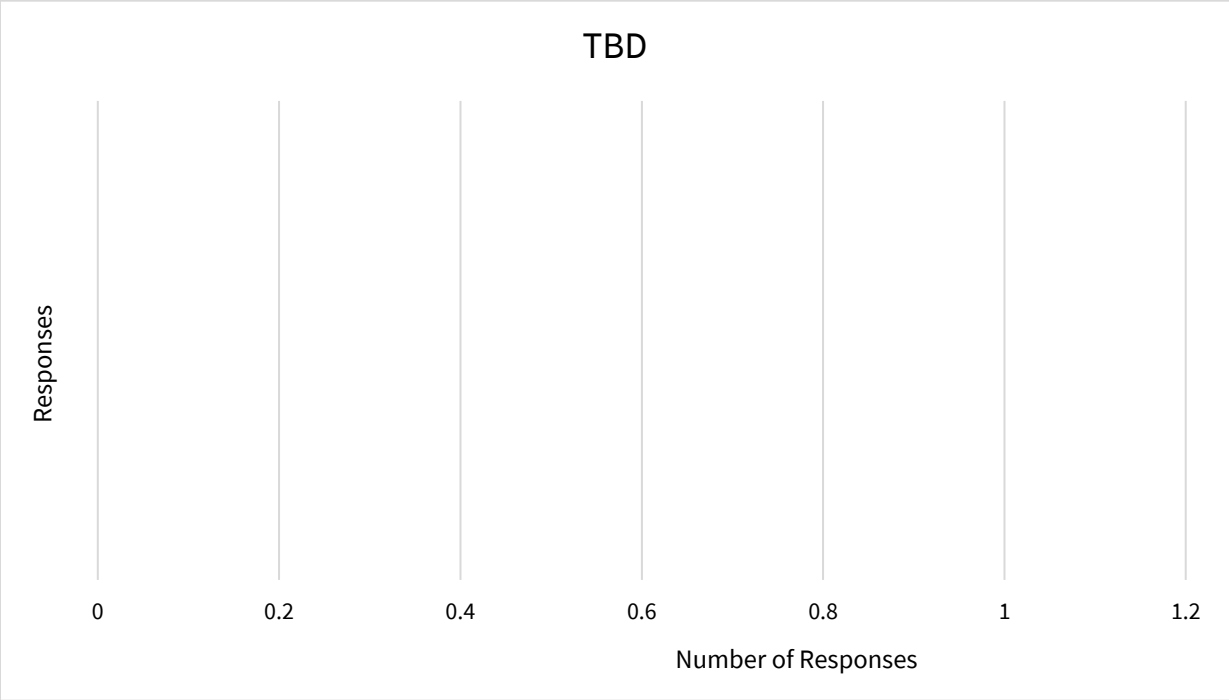


Figure 2-3. May 2025 Public Workshop Interactive Survey Question #1

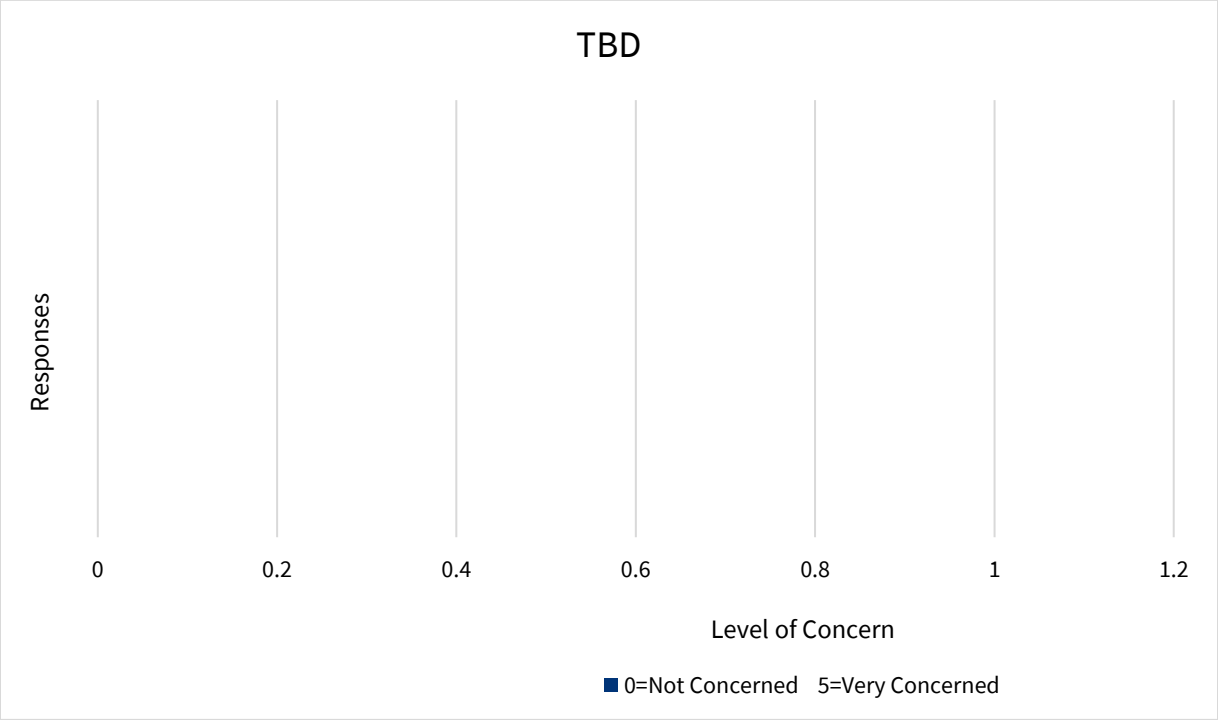


Figure 2-4. May 2025 Public Workshop Interactive Survey Question #2

3.0 HAZARDS

The County and municipalities are committed to protect their future against various flood-related hazards such as sea level rise, high tide flooding, storm surge, and extreme rainfall. Flooding resulting from any of these events poses a significant threat to SLC and the municipalities (Figure 3-1). The likelihood of flooding events occurring more frequently and impacting a larger area is increasing, especially in light of the barrier island, intracoastal waterway, and St. Lucie River systems. To assist communities experiencing these increasing threats, the Resilient Florida program has been strategically designed to guide cities and counties as they adapt to flood-based risks and ensure a resilient future.

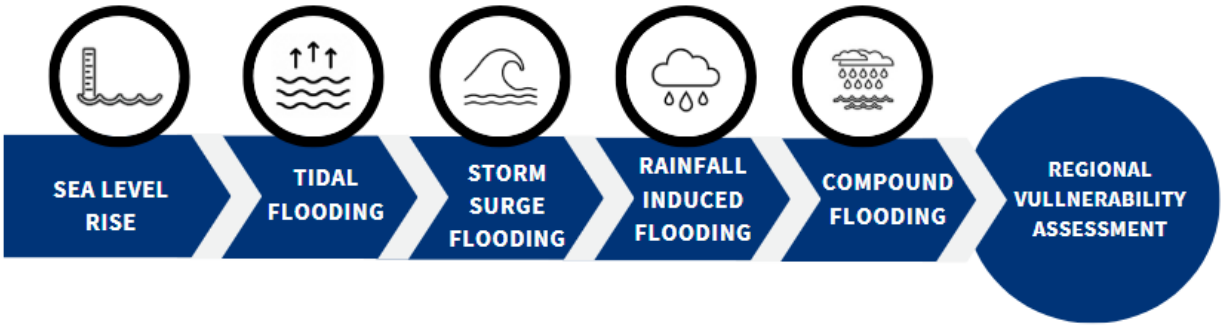


Figure 3-1. FDEP Resilient Florida Flood Hazards

3.1 Sea Level Rise

As sea levels rise, the effect is not uniform around the globe, and recent studies indicate that South Florida will experience more rapid SLR than the overall average (Miami Herald 2024). SLR is influenced by ocean currents, wind, thermal expansion of water, ice shelf melt, and geologic uplift or subsidence. SLR poses a significant threat to coastal communities, ecosystems and infrastructure, and can be associated with increased coastal flooding, shoreline erosion, natural habitat transition, and saltwater intrusion. Numerous studies have determined that SLR will increase saltwater intrusion and flood risks in Florida's coastal regions. As local SLR continues to accelerate, it poses a mounting threat to County and municipal assets.

3.2 Tidal Flooding

Tidal flooding refers to the high tide impacts from rising sea levels which often leads to the recurrent inundation of low-lying areas by tidal waters. Compared to the frequency 50 years ago, high tide flooding (HTF) now occurs 300 to 900 percent more frequently (NOAA 2022). Tidal flooding can occur during normal or extreme tide events. This type of flooding has often been called "nuisance flooding" since it is disruptive but does not threaten human life directly. However, as sea levels continue to rise, this flooding is expected to be more constant, becoming more than a nuisance. High tide flooding can interrupt traffic flow, impeding not only residents in transit but also emergency vehicle movement. Moreover, the intrusion of saltwater into urban environments accelerates corrosion of infrastructure components, including electrical systems and transportation networks. High tide flooding also

impacts the functionality of essential services like sewage systems and water treatment plants. Sustained ponding from these events can also result in increased mosquito populations and the vector-borne diseases they carry.

3.3 Storm Surge Flooding

Storm surge is the abnormal rise of seawater levels during a storm, caused by intense sustained onshore winds and low atmospheric pressure during extreme weather events and often results in severe flooding. This impact is especially pronounced for assets along coastlines on the open ocean and along other tidally influenced canals, rivers, and waterways. Storm surge can lead to widespread and rapid inundation of the County's shoreline, causing extensive damage to infrastructure, homes, and critical facilities. It further threatens the shoreline as it accelerates coastal erosion, reducing the protection afforded by a healthy beach and dune system where they exist, and can compromise the stability of other coastal protection structures such as rock revetments and seawalls. Additionally, surges can introduce saltwater into freshwater systems, posing risks to natural systems and water supplies and further accelerating the deterioration of infrastructure components.

3.4 Rainfall Induced Flooding

Extreme rainfall occurs when precipitation amounts experienced by a region are more intense and prolonged than average. In low-lying areas, this phenomenon often results in severe flash flooding, overwhelming stormwater management systems and leading to widespread damage to many types of infrastructure. The asset types that may be impacted can include roads, bridges and buildings, as well as homes and businesses. Extreme rainfall can interrupt essential services and transportation networks. The project analyzes flooding that results from extreme precipitation with volumes equal to 25- and 100-year rainfall events.

3.5 Compound Flooding

Compound flooding occurs when multiple forms of flooding coincide simultaneously or subsequently within a short period of time. Various combinations of high tidal flooding, storm surge, and rainfall-induced flooding, all occurring in addition to rising sea levels, produced the compound flood modeling results that informed this assessment.

4.0 DATA COLLECTION AND ASSET INVENTORY

In an effort to assemble the most comprehensive database possible, information was sourced from multiple entities, including federal agencies such as the NOAA, Homeland Infrastructure Foundation-Level Data, and FEMA; state bodies such as the FDEP, Florida Geographic Data Library, Florida Department of Transportation, and the Fish and Wildlife Conservation Commission; as well as local authorities such as SLC and the municipalities.

4.1 Asset Classes

The asset data collection effort was divided into four main categories based on the statutorily defined (Section 380.093 F.S.) asset classes: transportation assets and evacuation routes; critical infrastructure; critical community and emergency facilities; and natural, cultural, historical resources (Figure 4-1). An additional category was provided for supplemental information to enhance resilience planning and is discussed in Section 4.2.



Figure 4-1. FDEP Resilient Florida Program's Asset Classes

4.1.1 Transportation Assets and Evacuation Routes

The Transportation Assets and Evacuation Routes asset class includes various transportation facilities that serve as key components of a community's infrastructure. Specific to SLC and Municipalities these would include airports, bridges, roads (including major roadways and evacuation routes), bus terminals, port facilities, boat ramps and marinas. The County includes a network of crucial transportation assets, serving as the arteries of connectivity. These assets are integral not only to daily routines but also to emergency response and evacuation efforts during incidents. A sample is provided in Figure 4-2, which showcases a range of transportation assets located within a defined portion of the County.

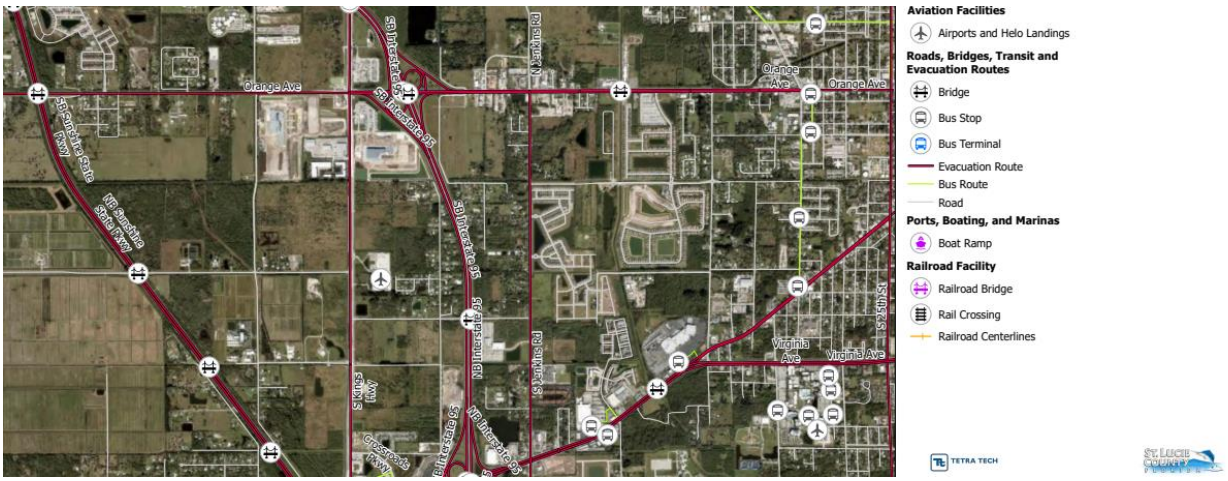


Figure 4-2. Transportation Assets within St. Lucie County

4.1.2 Critical Infrastructure

The Critical Infrastructure asset class focuses on the core facilities and systems that SLC and the municipalities rely on, including wastewater treatment facilities and lift stations, stormwater facilities, treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric distribution and supply facilities, solid and hazardous waste facilities, communication facilities, and disaster debris management sites. This infrastructure is necessary for maintaining essential services, and the vulnerability to disruptions can have cascading effects on the community. Some are owned by the County or municipalities, and some are regionally or privately owned. A sample is provided in Figure 4-3, which depicts a range of critical infrastructure assets located within a defined portion of the County.

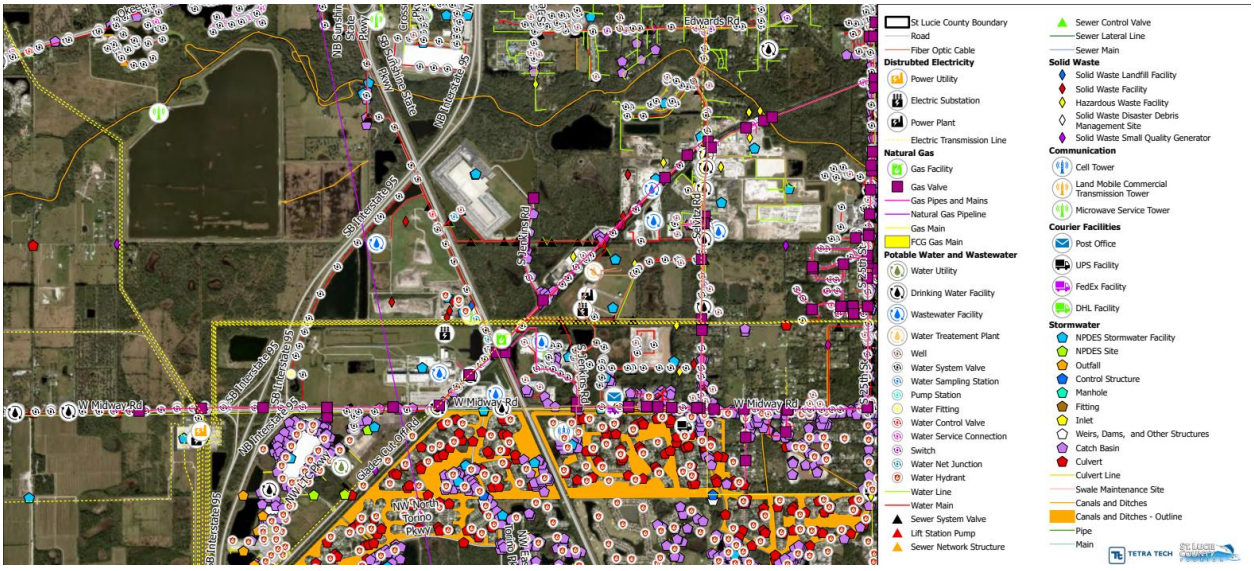


Figure 4-3. Critical Infrastructure Assets within St. Lucie County

4.1.3 Critical Community and Emergency Facilities

The Critical Community and Emergency Facilities asset class targets those facilities that support the County and help during emergencies, such as schools, colleges, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, healthcare facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, and shelters.

Hospitals and healthcare establishments, typically not under the ownership and maintenance of the County, serve as lifelines during disaster response and recovery, particularly in the wake of severe weather occurrences. Ensuring their seamless operation is paramount for the community's welfare. Furthermore, they are mandated to undergo evaluations as per statutory requirements.

Likewise, emergency operational centers function as command centers for orchestrating emergency response endeavors. They are essential in disaster mitigation and necessitate sturdy infrastructure and connectivity to guarantee efficient responsiveness during emergencies. A sample is provided in Figure 4-4, which depicts a range of critical community and emergency facility assets located within a portion of the County.

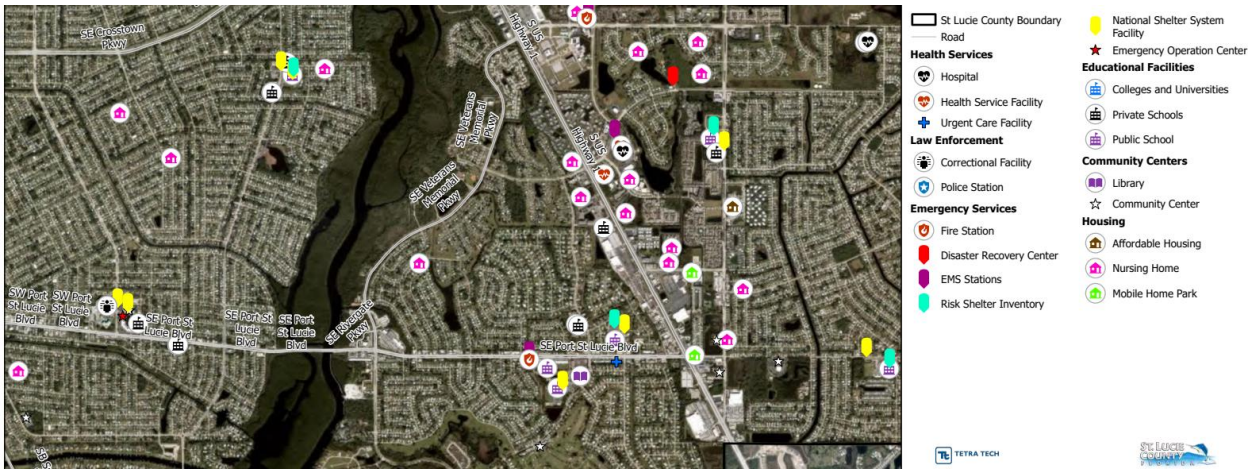


Figure 4-4. Critical Community and Emergency Facility Assets within St. Lucie County

4.1.4 Natural, Cultural, and Historical Resources

The Natural, Cultural, and Historical Resources asset class encompasses the preservation and protection of natural areas and cultural/historical sites. This category includes assets such as conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets. These resources provide a sense of place and uphold the County's heritage. Additionally, where natural resource areas are more expansive, vital ecosystem services are inherently provided that mitigate risk of flooding and other extreme environmental events. Although conceptually different from the preceding three categories, these resources are equally important for the communities' well-being and necessitate safeguarding. A sample is provided in Figure 4-5, which depicts a range of natural, cultural, and historical assets located within a portion of the County.

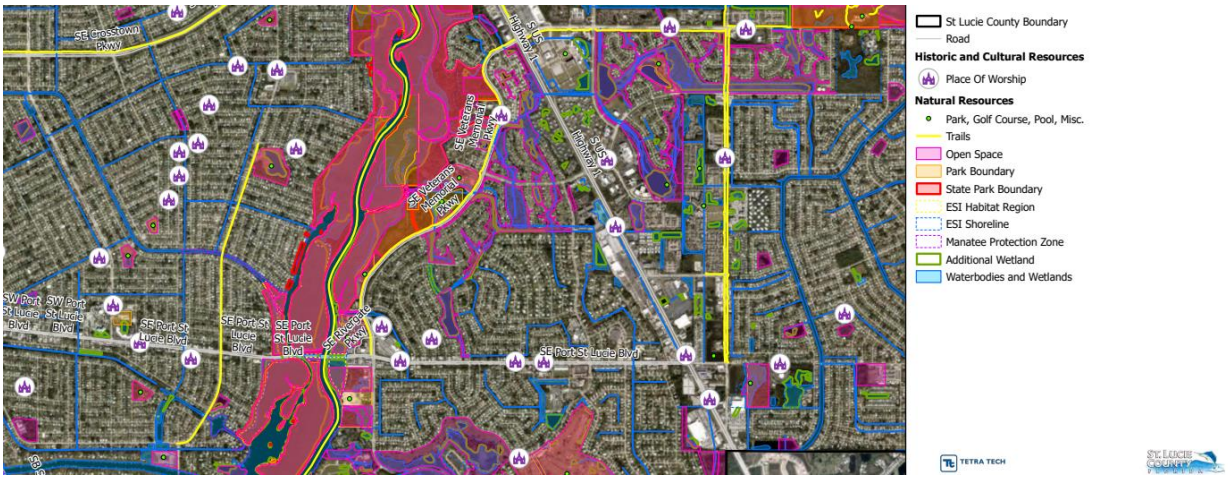


Figure 4-5. Natural, Cultural, and Historical Assets within St. Lucie County

4.2 Supplementary Information

The supplementary information category included data that might not be required under Section 380.093, F.S., but helped create a more detailed RVA. The supplementary information included flood analysis data such as FEMA's Flood Insurance Study and flood zones in addition to local flood complaint areas, geomorphological feature data, hurricane damage assessments, and information provided in the SLC Vulnerability Assessment published in 2021 (Tetra Tech 2021). Supplemental information is provided to enhance resilience planning, encompassing assets that may not be explicitly outlined in the statutory framework. This type of information will be valuable when the County conducts more detailed studies in the future.

4.3 Regionally Significant Assets

As outlined in Section 380.093, F.S., regionally significant assets denote vital facilities that cater to a wider geographic scope, spanning neighboring communities, and are not inherently under local government ownership and maintenance responsibilities. They do, however, serve the needs of communities across various geopolitical boundaries. These assets can include water resource facilities, regional medical centers, emergency operation centers, regional utilities, major transportation hubs, airports, and seaports. Recognizing and protecting these assets will improve regional resilience and response efforts.

Statutorily, these assets encompass Commercial and Strategic Intermodal System ports, spaceports, waterways, railroad crossings, railroads, rail terminals, rail bridges, bus terminals, evacuation routes, electric power plants, electric power transmission lines, dams, as well as drainage assets maintained by water management districts. Additionally, stormwater ponds, wastewater facilities, public water supply tanks, public water supply plants (non-federal), emergency medical services facilities, emergency operations centers, shelters for the general population, and shelters for those with special needs are deemed essential in fulfilling the infrastructure and safety requirements of multiple regions.

4.4 Baseline Asset and Critical Asset Inventory Development

Based on the information gathered during the data collection phase of the project, a baseline inventory of County, municipal and private assets were established and organized by asset class. A completed baseline asset inventory map series was made available to the Project Team for review and to document all assets collected during this project.

Drawing from input collected from the public, key stakeholders, and County and municipal staff members, the baseline inventory of all County and municipal assets underwent refinement to create an inventory of "critical" assets. The list includes assets of economic significance and those facilitating access to healthcare facilities, serving as emergency evacuation routes, fostering social connectivity, bearing cultural significance, or upholding other fundamental values. The refined inventory of "critical" assets focuses on the most vital assets for the County and municipalities, emphasizing those critical to maintaining uninterrupted operations and services, including essential County- and municipality-related services.

Once the County and municipalities refined the asset categories from baseline to critical, they then categorized the critical assets into three different categories:

1. **Primary**: Vital assets to remain operational during crisis events
2. **Secondary**: Vital assets that are critical to immediate post-disaster recovery
3. **Tertiary**: Critical to short- and long-term recovery efforts

Table 4-1 outlines the three tiered asset categories within each of the four asset classes that the County and municipalities have deemed to be "critical".

Table 4-1. Critical Asset Tiers

Primary	Secondary	Tertiary
Transportation and Evacuation Routes		
Arterial and collector streets	Petroleum ports and terminals	Boat ramps
Bridges	Aviation facilities	
Evacuation routes	Airports/runways	
	Port facilities	
Critical Infrastructure		
Electric production & supply facilities	Solid and hazardous waste facilities	Natural gas/petroleum pipelines
Substations	Gas utilities	Disaster debris management sites
Drinking water facilities	Petroleum pump stations	Electricity transmission lines
Wells and pumps		Potable water mains/transmission lines
Manually operated weirs		Wastewater transmission lines
Pump stations-sanitary sewer		
Wastewater facilities		
Power plants		
Transmission towers		
Cellular and microwave towers		

Primary	Secondary	Tertiary
Critical Community and Emergency Facilities		
Fire stations	Veterans' health facilities	Schools/colleges/universities
Hospitals	Urgent care	Disaster recovery centers
Law enforcement	Treasure Coast Food Bank	Courthouses
EMS stations		Public Housing Buildings
Emergency operations centers		
Shelters		
Health department		
Local government facilities		
Correctional facilities		
Natural, Cultural, and Historical Resources		
		Environmentally sensitive index shoreline
		County parks
		Wetlands
		Historical and cultural assets

4.5 GIS Data Acquisition

The RVA relies on GIS-based modeling to predict future conditions. Even the best model will not produce reliable results if the data used to build it is incorrect or incomplete. Topographic data, hydrologic data, asset data, and tidal, surge, SLR and rainfall projection data were among the critical datasets gathered and used to develop the models. Publicly available resources from technical sources and agencies such as the Department of Homeland Security, NOAA, FEMA, and other relevant organizations were reviewed to obtain the more relevant data. These sources provided data at regional and national scales, offering a foundation for the Asset Inventory and Exposure and Sensitivity Analyses. The data inventory compilation process involved the following:

- **Systematic Identification:** Utilizing GIS and remote sensing technologies that provide information to categorize critical assets.
- **Research and Data Collection:** Sourcing from federal, state, and local databases.
- **Validation and Cross-Referencing:** Employing data quality assurance techniques to ensure the accuracy of information. It should be noted that some data sources provided contradictory or repeated asset data, so it was important to review the resulting information thoroughly in order to organize it clearly for further analysis.
- **Collaborative Efforts:** Engaging with local authorities and subject matter experts for incorporation of ground-truth data and local knowledge.

4.6 Data Gap Analysis: Gathering, Reviewing, and Updating Data

At the conclusion of the data acquisition phase of the project, a data gap analysis was produced. The data gap analysis report served as a qualitative assessment on the completeness, quality, and

usefulness of the data provided to identify areas where data may be improved or acquired in the future. The data gap analysis conducted by the team identified several key challenges in data collection including insufficient geospatial data for specific assets; incomplete data on infrastructure, facilities, and resources; and discrepancies in terminology and inconsistencies in data coverage and metadata. The Project Team used several strategies to fill as many data voids as practicable within the assessment timeline. The comprehensive data collection approach ensured an inclusive dataset to support the exposure models and provide reliable results about future conditions.

The gap analysis conducted for the SLC RVA update identified key areas of data insufficiency and proposed strategic solutions and pathways to obtain more information. Overall, the County and municipalities possessed a comprehensive, well-organized database. Minimal suggestions were provided concerning the need to upgrade their metadata and the potential for crowdsourcing data and using on-site data collection to fill in gaps. It was recommended that the County and municipalities ensure comprehensive metadata compliance with Florida Geographic Data Library Content Standard for Digital Geospatial Metadata standards, optimize the use of Esri's ArcGIS Pro for metadata management, and maintain ongoing updates to metadata. The County and municipalities could improve geospatial data collection through in-person data gathering during routine maintenance and crowdsourcing from local stakeholders. Prioritizing local data sources, converting non-GIS data into usable formats, adopting standardized procedures for data collection, careful geocoding, and regular data validation are also essential. Additionally, continual staff training for data management will enhance data accuracy and reliability, supporting better decision-making in resilience planning.

By following this methodical approach to data gap identification and rectification, the project improves the accuracy and comprehensiveness of the St. Lucie Regional RVA. Ultimately, this ensures that future resilience planning is based on the most accurate and complete information possible.

5.0 ASSESSMENT ANALYSES METHODOLOGY

The methodology used in this RVA conforms to Section 380.093, F.S. and employs an array of data sources and modeling. The strategy delivers a review of the County and municipalities vulnerability to flooding-related hazards, capturing multiple types of flooding scenarios, including those exacerbated by future sea level rise. An overall composite vulnerability score (CVS) was developed to prioritize each asset by combining exposure, vulnerability, and sensitivity to flooding impacts. The composite vulnerability scoring system identifies the County's and municipalities' most vulnerable and critical assets and prioritizes them for future adaptation responses.

Recognizing the constraints of this methodology is essential. While it offers a valuable foundational evaluation, it cannot replace detailed, site-specific investigations. Future studies incorporating engineering-grade hydrologic and hydraulic modeling are advised for a more nuanced understanding of localized flood risks.

5.1 Exposure Analysis

For this RVA, exposure refers to the presence of assets and ecosystems in places where they could be adversely affected by floodwaters. SLC's RVA update assessed its exposure levels to flood hazards including SLR, storm surge, extreme rainfall, high tide flooding, and compound flooding.

An exposure analysis was performed for SLC and the municipalities to identify the depth and extent of inundation in the future years 2040, 2070 and 2100 by factoring the corresponding SLR and combining various flooding conditions over ground surface elevations. The water surface depths (i.e., flood scenarios) used to identify and evaluate the assets' vulnerability included the following conditions in the target years: current and future SLR and high tide flooding, rainfall-induced flooding, and compound flooding. The analysis was conducted in accordance with the requirements of the state statute and the rules and guidelines of FDEP. The full Exposure Map Series showing areas of flood risk is included as Appendix A.

5.1.1 Modeling Tools and Methodologies

The Project Team conducted the RVA by modeling multiple future scenarios within a spatial context. The goal of the assessment is to provide results that assist the County and municipalities in making decisions to enhance resilience to the impacts of flooding. The scenarios analyzed represent conditions that can reasonably be expected to occur in the future.

The RVA followed the Resilient Florida guidelines and utilized GIS-based methods to assess SLC and municipal assets with respect to the flood hazards identified. The modeling encompassed present-day conditions and planning horizons of scenarios for the years 2040, 2070 and 2100, incorporating assessments of 25- and 100-year storm events. A total of 54 scenarios were run for this assessment. SLR scenarios included the 2017 NOAA intermediate-low (NIL) and intermediate-high (NIH) SLR projections as required by Section 380.093, F.S. at the time of the analysis. To achieve the goal of accurate predictions of future conditions, a comprehensive strategy was employed, reviewing various data sources (Table 5-1). All analyses were conducted in the North American Vertical Datum of 1988 (NAVD 88).

Table 5-1. Data Sources for Flood Hazards

Flood Hazard	Data Source
Days of Tidal Flooding	NOAA Virginia Key Tide Guage (with statistical analysis and bathtub modeling)
Current Rainfall	NOAA Atlas 14 Rainfall Frequency Grids (with HEC-RAS and HEC-HMS modeling)
Future Rainfall	NOAA Atlas 14 Rainfall Frequency Grids (with HEC-RAS and HEC-HMS modeling modified by SFWMD change factors)
Current and Future SLR	NOAA Virginia Key Tide Guage and NOAA 2017 SLR Projections (with bathtub modeling)
Current and Future Storm Surge	NOAA 2017 SLR Projections and NOAA National Storm Surge Risk Maps (with Sea Lake and Overland Surges for Hurricanes Modeling)

The following sections on exposure and sensitivity are based on four analytics:

1. **Future Sea Level Rise and High Tide Flooding Modeling:** The analysis used ArcGIS Pro and the NOAA methodology for SLR inundation, which applies a bathtub model. A singular value, mean higher high water (MHHW) in NAVD 88 from the NOAA Virginia Key tide gauge, is input into the model to generate a static digital surface model of the ocean surface. Future SLR surfaces were created similarly, but with the MHHW being modified with NOAA 2017 SLR projections and with an added 2 feet to account for HTF, as required by Subsection 380.093(3)(d)2., F.S., before the digital surface model was created.

   For days of tidal flooding, the NOAA Tide Gauge for Virgina Key historic high tide values for the previous 19 years (which cover an entire Metonic Cycle) were extracted, and then the NOAA 2017 SLR projections were applied to estimate future high tide flood-water elevations. Maps illustrating the number of days of tidal flooding above current MHHW were produced for the NIL and NIH flooding scenarios at each planning horizon (2040, 2070, 2100), and a threshold of 2 feet above MHHW, as established in Subsection 380.093(3)(d)2. and Subsection 380.0937(1)(a), F.S was displayed as a colored band for reference. The associated map series titled “Days of Tidal Flooding” is in **Appendix A**.
2. **Storm Surge Analysis:** NOAA has run the hydrodynamic Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model to simulate storm surge for various categories of storms and made the resulting 2022 inundation depths available for federal, state, and local partners for planning, risk assessment, and decision making. These surfaces were downloaded and formatted for this RVA.
3. **Rainfall-Induced Flooding Evaluation:** Adhering to specific legislative requirements, this analysis employs the Hydrologic Engineering Center’s Hydrologic Modeling System and River Analysis System (HEC-HMS and HEC-RAS) for rainfall simulation and runoff computation. It incorporates NOAA’s Atlas 14 data, including the SFWMD’s future rainfall change factors, to create baseline rainfall depth grids essential for a comprehensive evaluation of potential future rainfall-induced flooding (SFWMD 2022). This study focuses on impacts from the 25-, 100-, and 500-year 24-hour events. These annual occurrences of precipitation are represented by return frequency, or a likelihood that a storm of a particular intensity will occur in any given year (Table 5-2).

Table 5-2. Modeled Storm Events

Return Frequency (years)	% Chance of Occurrence in Any Year
25	4
100	1
500	0.2

4. **Compound Flooding Assessment:** This computation determines the compound effects of high tide flooding, storm surge, and rainfall-induced flooding. Each depth grid is generated separately before being overlaid in various combinations using ArcGIS Pro software to determine the combined effects of the different scenarios. Combined scenarios include variations on each sea level rise and high tide flooding projection, 25-, 100-, and 500-year 24-hour rainfall events, and Category 3 and 5 storm surges to provide a wider scope of possible impact if events were to occur at the same time.

Taken together, these components provide a data-driven approach to assess community-wide vulnerability to flooding risks and hazard changes. The methodology is crafted to not only meet statutory compliance standards, but also to provide actionable insight into the County's and municipality's potential future flooding scenarios.

5.1.1.1 Scenario Development and Assumptions for Evaluations/Modeling

North American Vertical Datum of 1988

All elevations referenced in and analyzed for this RVA are expressed in NAVD 88 values, the current official vertical datum for North America.

Local Sea Level Rise Scenarios

The SLR scenarios included in the RVA include the 2017 NOAA Intermediate-Low (NIL) and Intermediate-High (NIH) Sea Level Rise Projections (Table 5-3).

The benefit of evaluating a range of conditions is that the County and municipalities can determine its tolerance to risk for any asset and develop an adaptation strategy matching that tolerance. In the future, the County can act on data from this analysis that reflects a wide range of conditions. For critical assets, adaptation projects and policy decisions where there is a higher criticality associated with that decision, the higher end of the projections and output should be considered in design and formulation. Where there is a higher tolerance for flood impact, the lower end of the projections could be considered. The range provides options needed for more place-based and flood impact decision-making.

Table 5-3. NOAA Sea Level Rise Projections (measured in feet)

NOAA Projection Scenario	2040	2070	2100
Intermediate Low	0.69	1.25	1.74
Intermediate	1.05	3.28	3.77
Intermediate High	1.41	4.40	6.00

Source: NOAA 2017c

Planning Horizons

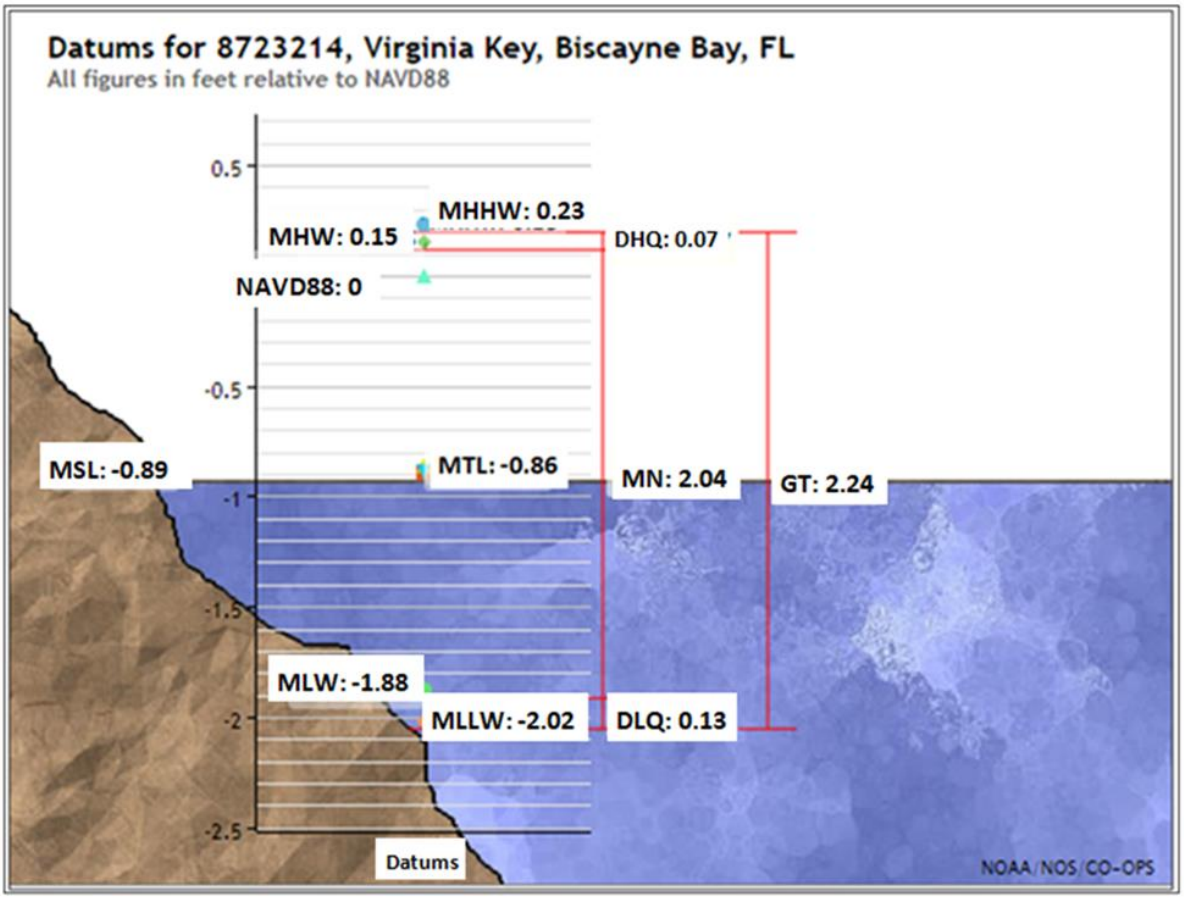
The planning horizons for this assessment coincide with NOAA's forecasting years: 2040, 2070, and 2100. While Subsection 380.093(3), F.S. only requires the years 2040 and 2070 planning scenarios, currently, this RVA also includes the 2100 condition for an extended vision for adaptation response and long-term strategic planning.

Sea Level Data Selection

The nearest NOAA tide gauge to SLC is located approximately 100 miles south at Virginia Key (Station ID 8723214). Installed in 1994, the tide gauge has supplied consistent data for three decades, providing a highly accurate record of water levels in the surrounding areas.

State statute provides multiple alternatives for using the tide records to determine SLR water elevations. One option includes interpolation between the two closest NOAA tide gauges, but another option provides that just one of the two can be used if it has the higher mean sea level or an alternative gauge can be used with departmental approval. The highest mean sea level reported at the Virginia Key Tide Gauge is the greater of the two closest tide gauges. The benefits of using the Virginia Key Tide Gauge are that it exhibits a higher mean sea level (-0.89 feet NAVD 88) compared to other gauges in the region (Lake Worth Tide Gauge: -0.97 feet NAVD 88 and Trident Pier Tide Gauge: -0.95 feet NAVD 88) and it has an extensive and continuous tidal record. Using this gauge for calculations provides the most conservative approach for this assessment and is explicitly contemplated in Section 380.093(3)(d)3.d. The datum chart below (Figure 5-1) provides a visual representation of various reference levels (datums) related to the NOAA Virginia Key Tide Gauge. These datums are standardized elevations used to serve as reference points for measuring various water levels. Each datum is related to specific tidal conditions and is used to predict tidal elevations for specific purposes such as navigation, and coastal and marine engineering. Below is a brief explanation of common datums on Figure 5-1:

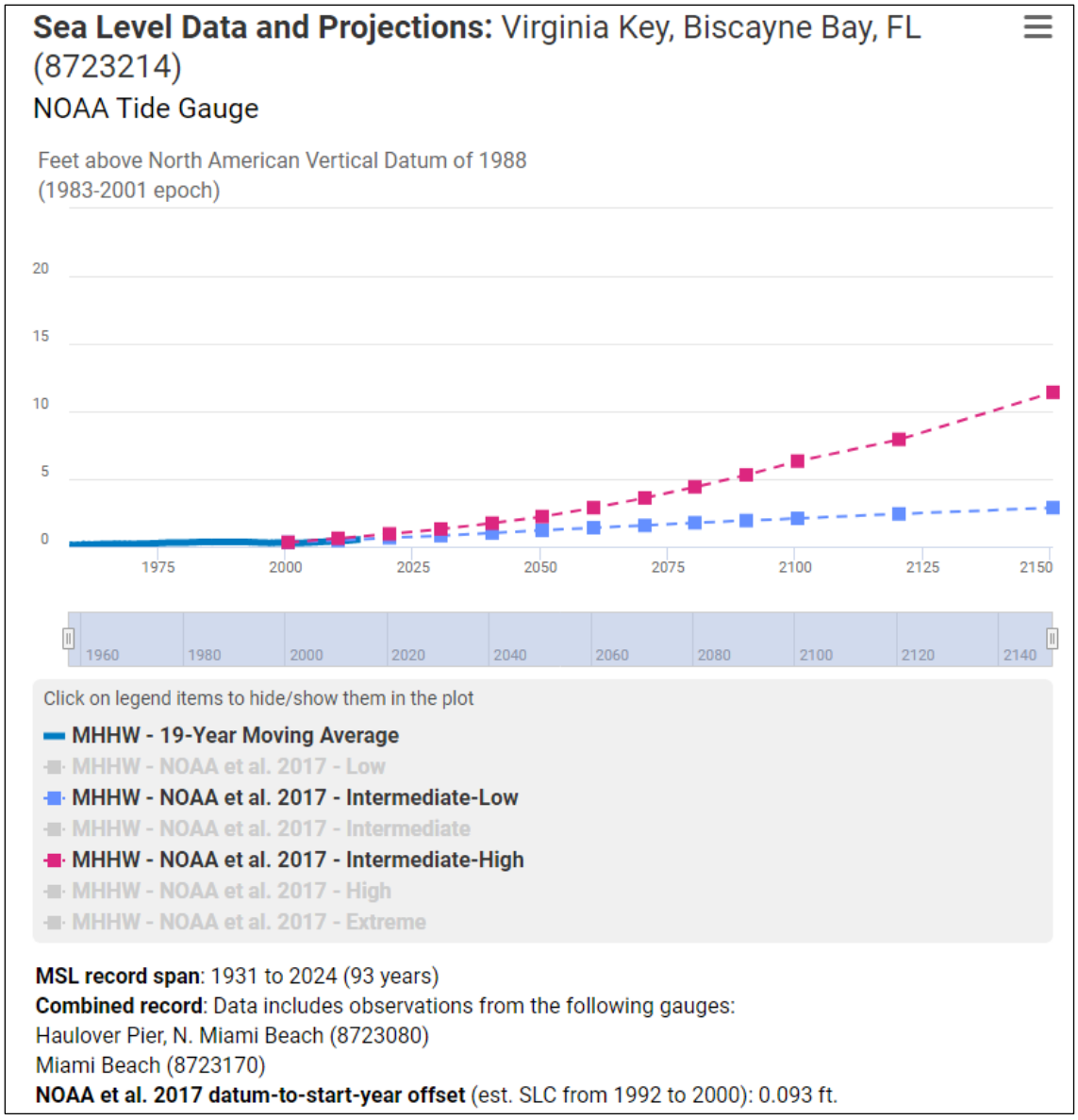
- **Mean Higher High Water (MHHW):** The average elevation of the highest high tides over a specific period. It is important for construction and development in coastal zones as it indicates the highest average water level that can be expected.
- **Mean High Water (MHW):** The average of all the high-water heights observed over the National Tidal Datum Epoch (usually a period of 19 years).
- **Mean Sea Level (MSL):** The average sea level. The mean level of the ocean's surface, calculated from hourly tidal heights measured over extended periods.
- **Mean Low Water (MLW) and Mean Lower Low Water (MLLW):** The average of the lowest tides and the lowest average tide recorded, respectively, often used for navigational purposes to ensure boats and ships do not run aground.



Source: NOAA n.d. (b); MHHW – Mean Higher High Water, MHW – Mean High Water, NAVD88 – **North American Vertical Datum of 1988, DHQ – Mean Diurnal High Water Inequality, MSL – Mean Sea Level, MTL – Mean Tide Level, DTL – Mean Diurnal Tide Level, MN – Mean Range of Tide, GT – Great Diurnal Range, MLW – Mean Lower Water, MLLW - Mean Lower Low Water, DLQ – Mean Diurnal Low Water Inequality**

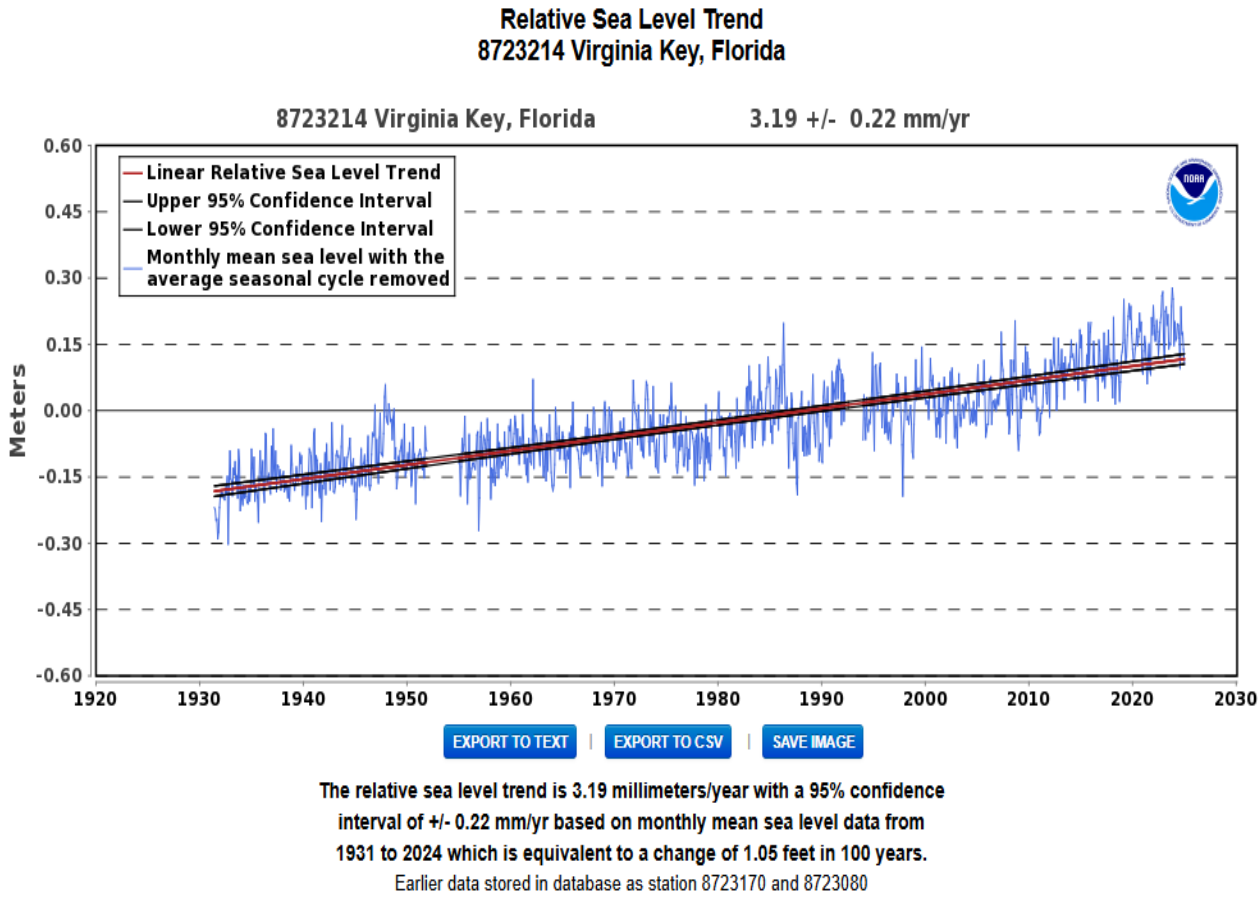
Figure 5-1. Datums for the Virginia Key Tide Gauge.

The U.S. Army Corps of Engineers (USACE) Sea Level Change Curve Calculator and Sea Level Analysis Tool (USACE n.d.) were utilized to calculate the sea level rise values required for NOAAs method for mapping SLR (NOAA 2017a) with the most recent digital elevation model and NOAA tide gauge derived tidal surfaces (NOAA n.d. (a)).The NOAA tide gauge, referenced as “Virginia Key, FL” (NOAA Gauge Station ID: 8723214, 2024) (Figure 5-2) was selected for its proximity to the study area along with the justification stated above. The Virginia Key Tide Gauge indicates a relative sea-level trend of 3.19 millimeters/year with a 95 percent confidence interval of +/- 0.22 mm/year based on data from 1931 to 2024 (Figure 5-3). The calculation of SLR requires a 30-year record at minimum to account for long-term variations in sea level. Longer records may be used to further reduce the error in certainty and produce a more accurate long-term sea level trend. “Although the mean trend may change from year to year, there is no statistically significant difference between the calculated trends if their 95 percent confidence intervals overlap. Therefore, the most recent calculated trend is not necessarily more accurate than the previous trends; it is merely a little more precise. If several years have anomalously high or low water levels, the values may actually move slightly away from the true long-term linear trend. The main effect of including a few more years of data is to narrow the 95 percent confidence intervals.” (NOAA n.d. (c).



Source: USACE n.d.

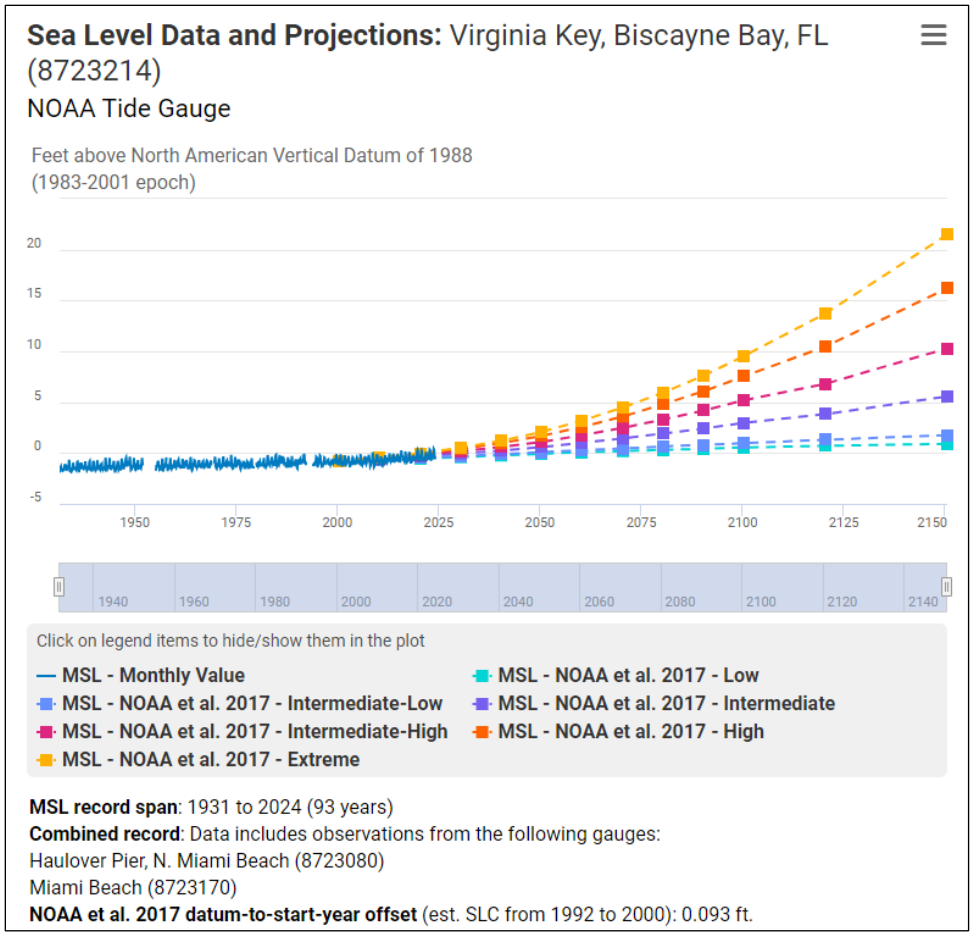
Figure 5-2. Virginia Key Tide Gauge Sea Level Data (Measured in feet) and Projections of Future Water Elevations



Source: NOAA n.d. (b)

Figure 5-3. Sea Level Increase from 1931 to 2024

The plots above (Figure 5-2 and Figure 5-3) and below (Figure 5-4) describe the observed sea level and future projected increase in sea level within the region. Figure 5-5 provides the full suite of NOAA sea level projections. Modeling all of these projections would not be cost effective. The analysis here has been limited to NOAA Intermediate Low (NIL) and NOAA Intermediate High (NIH) to comply with Florida Statute 380.093 [2023] requirements.



Source: NOAA n.d. (b)

Figure 5-4. Mean Sea Level Rise Projections (measured in feet) for Virginia Key

5.1.2 Hazard Projections and Modeling Results

5.1.2.1 Exposure: Future High Tide

Using a planning-grade static coastal hydrology SLR modeling approach (NOAA 2017b) commonly known as a "Bathtub Model," the assessment evaluated vulnerability to SLR inundation, layering future projections of SLR with an added 2 feet to account for SLR and HTF as required by Subsection 380.093(3)(d)2., F.S. The latest version of ArcGIS Pro was used to generate inundation results (Esri 2022). By following this modeling process, detailed future SLR and HTF maps are generated that display the resulting extent of tidal flooding. These maps also identify low lying areas with similar elevation that are not tidally connected according to the elevation surface but may still be vulnerable to flooding, especially if they connect to other tidal systems via stormwater conveyance or some other type of groundwater/surface water connection not captured within elevation data.

Table 5-4 shows the modeling results for SLC and Municipalities high tide flooding projections over the coming decades as sea levels rise. These projections serve as the foundation for flood risk assessment, enabling the evaluation of potential consequences from multiple flood scenarios.

Table 5-4. Projected Future High Tide Water Elevations

Timeframe	NOAA Intermediate Low 2017 (feet NAVD 88)	NOAA Intermediate High 2017 (feet NAVD 88)
2040	0.11	0.61
2070	0.45	2.48
2100	0.95	5.21

The following map (Figure 5-5) provides an overview showing which regions, infrastructure, and natural areas are at increased risk due to HTF in the present day and under future conditions based on the NOAA Intermediate Low (NIL) and NOAA Intermediate High (NIH) SLR projections.

The County and municipalities' vulnerability to current and future flood risk in the face of accelerating SLR necessitates an examination of projections tailored specifically to this County. The analysis of SLR projections and potential impacts are greatly enhanced by the incorporation of SLC and municipal-specific data and scenarios. In SLC, the imminent threat of SLR has the potential to reduce the land area and thereby significantly impact communities, infrastructure, and environment.

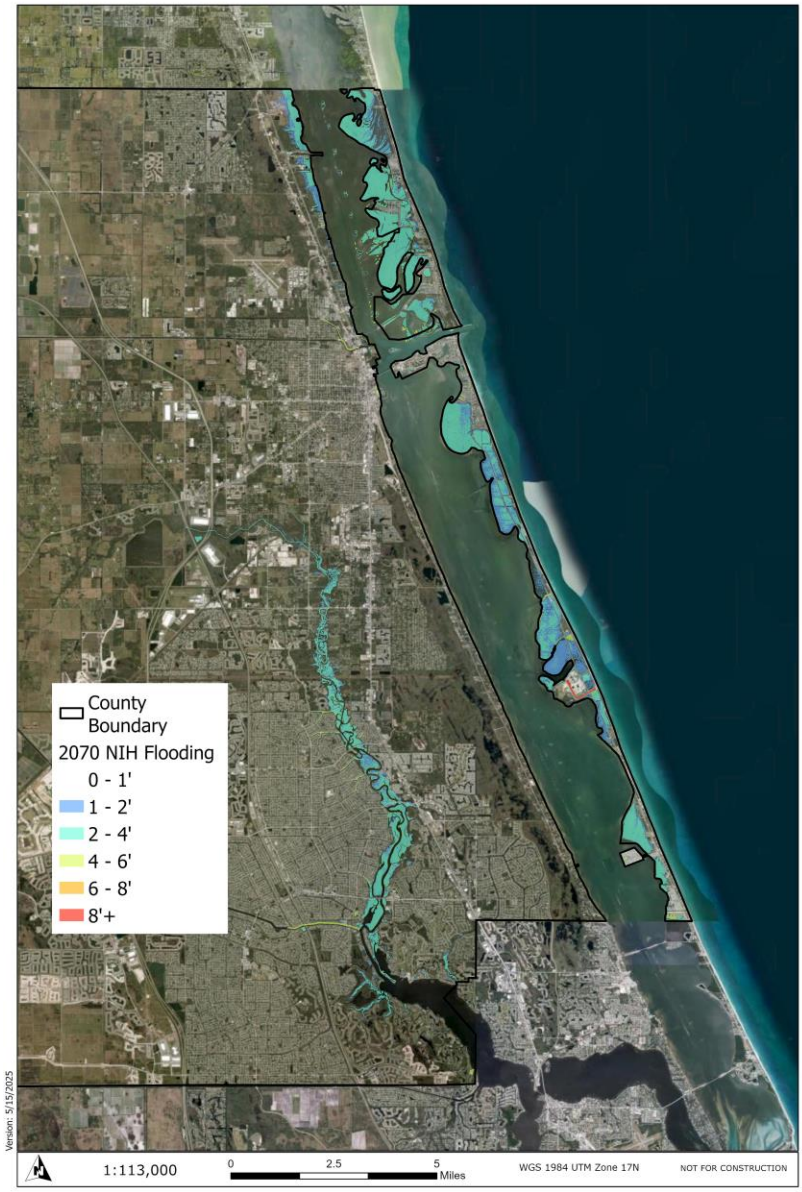


Figure 5-5. Sea Level Rise + High Tide Flooding 2070 NOAA Intermediate High Sea Level Rise

5.1.2.2 Exposure: Depth of Tidal Flooding, Including Future Days of Tidal Flooding

The assessment of tidal flooding is the essential element of comprehensive vulnerability evaluations aimed at understanding the impacts of SLR on coastal communities. The analysis of tidal elevations is conducted through the collection and examination of high tide data spanning at least 19 years, a period that encompasses the full Metonic cycle, from specific NOAA tide gauges, such as the Virginia Key Tide Gauge (Table 5-5). The objective is to extrapolate current high tide values from historical data, project them forward using the observed sea level trend, and then assess the potential frequency of increasing high tide elevations in the future. Section 380.093(3)(d)2.a. provides that to

the extent practicable; the analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon. That representation is provided below.

Table 5-5. Statistical Analysis of Historical High Tide Record

2005-2023 (feet NAVD 88)	Approximate Days Tide Reached This Height
2.25	1
2	5
1.6	10
1.4	20
1.25	30
1.15	40
0.85	50
0.7	100
0.65	≥150

Note: This table calculates the number of days where water elevations surpass a "critical elevation", which is the elevation where flooding is expected to occur for a certain number of days per year.

The analysis utilized to develop Table 5-5 summarizes the number of days historic tide records surpassed flooding above MHHW (i.e., experienced tidal flooding). It reveals the changes in tide elevations over the 2005-2023 time period and associates these elevations with the observed frequency of tidal flooding events. "Critical elevations" above are defined by the number of tidal days. All elevations from MHHW forward, in increments of 0.1 foot, were evaluated for the number of flooding days. When a threshold of tidal days was reached (i.e., 1 day, 5 days, 10 days, etc.), the elevation that experienced that level of flooding was deemed critical.

Future frequencies in HTF can be estimated using the NOAA 2017 intermediate high and low projections. These methods are similar to those used for future SLR exposure, but instead of adding a static value of 2 feet MHHW to a digital surface model, they are added to the historic high tide values in the 2005-2023 time period. The results are summarized in Table 5-6. A key observation is the trend of increasing tide elevations over time, indicating rising sea levels and, consequently, an increased risk of tidal flooding.

Table 5-6 shows flooding trends continuing to increase in magnitude and frequency. They provide valuable insights for planning and adaptation strategies. For instance, the NIH scenario estimates that by 2040, the elevation that experiences HTF for 150 or more days out of the year will be 1.3 feet in 2040, escalating to 3.15 feet by 2070 and 7.00 feet by 2100. Viewed differently, in the 2040-NIL scenario, a tide stage of 2.1 feet is reached only 5 times per year, and 30 years later in the 2070-NIL scenario, an equivalent tide stage is reached about 20 times per year. Figure 5-6 provides an overview showing which regions will be affected.

Table 5-6. Future Tidal Flooding Frequency

2040-NIL (feet NAVD 88)	2070-NIL (feet NAVD 88)	2100-NIL (feet NAVD 88)	2040-NIH (feet NAVD 88)	2070-NIH (feet NAVD 88)	2100-NIH (feet NAVD 88)	Approximate # of Days Tide Will Reach This Height
3.7	4.25	4.8	4.45	6.3	8.15	1
2.1	2.7	3.2	2.85	4.7	7.95	5
1.85	2.45	2.95	2.6	4.45	7.7	10
1.6	2.2	2.7	2.35	4.2	7.6	15
1.45	2.05	2.55	2.2	4.05	7.55	20
1.25	1.85	2.35	2	3.85	7.45	30
1.15	1.7	2.25	1.85	3.75	7.35	40
1.05	1.6	2.15	1.75	3.65	7.3	50
0.7	1.3	1.8	1.45	3.3	7.1	100
0.55	1.15	1.65	1.3	3.15	7	≥150

Maps displaying flooded conditions for SLC and Municipalities can be found in **Appendix A**. They identify which areas are at increased risk due to multiple days of tidal flooding.

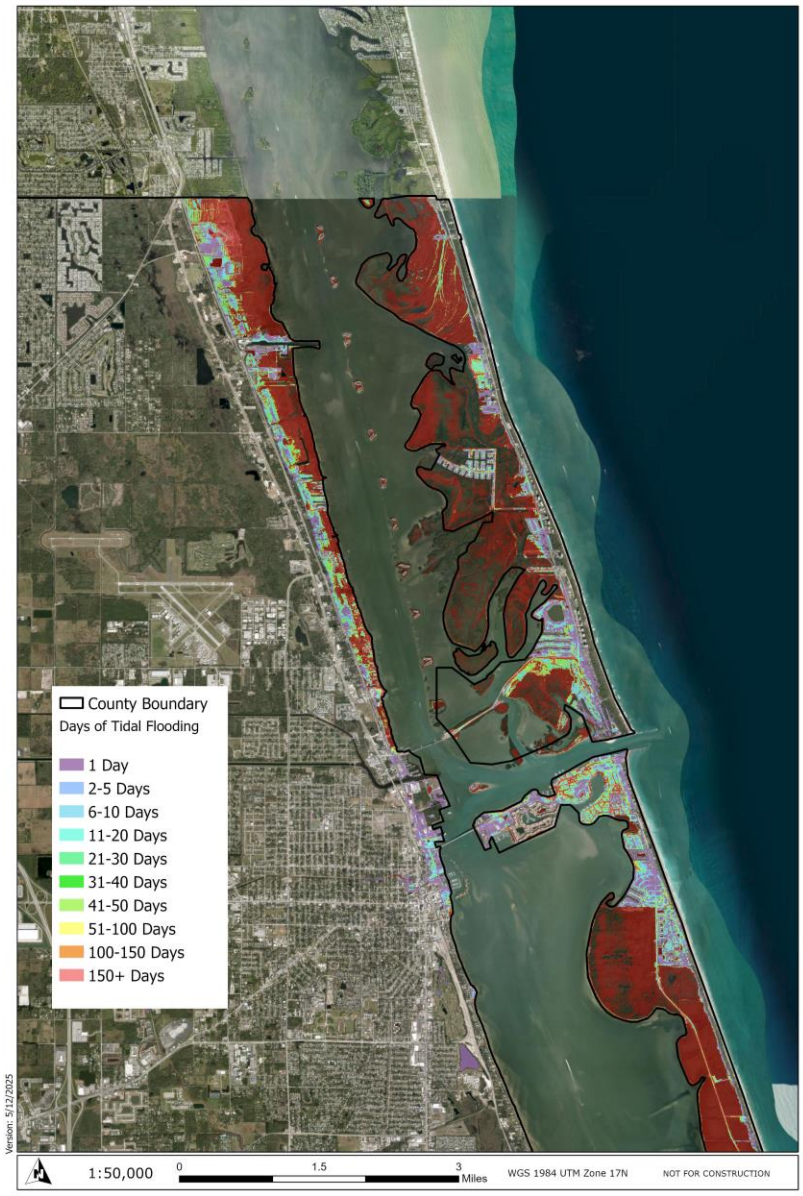


Figure 5-6. Days of Tidal Flooding 2070 NOAA Intermediate High Sea Level Rise

5.1.2.3 Exposure: Storm Surge

Storm surge modeling uses NOAA's already created storm surge inundation grids for various intensities of storms (FEMA 2022). NOAA has run the hydrodynamic Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model to simulate storm surge for various categories of storms and made the resulting 2022 inundation depths available for federal, state, and local partners for planning, risk assessment, and decision making. Category 3 and Category 5 storms were downloaded and formatted for this RVA. Unlike SLR and high tide flooding, storm surge is a less permanent condition, but due to the force of fast-moving water and depth of flooding, it can be extremely destructive and debilitating to a community. A table of mean flood depths for each storm intensity is presented in Table 5-7.

Table 5-7. Storm Surge Inundation Depth

Storm Intensity	Mean Inundation (feet NAVD 88)	Max Inundation (feet NAVD 88)
Category 3	4.76	9
Category 5	6.94	10.80

5.1.2.4 Exposure: Depth of Current and Future Storm Surge Flooding

Figure 5-7 and Figure 5-8 identify the areas at increased risk from the combined effects of storm surges for Category 3 and Category 5 storms (see Table 5-1 for more information). In Figure 5-7 and Figure 5-8 below, the increased impact from storm surge can be seen, with even the Category 3 storm inundating the northern portion of the intracoastal waterway at a depth of 2 to 4 feet, more in areas of mangrove trees. Storm surge modeling focused exclusively on coastal regions as this is where the primary impacts would occur. Within this assessment, the Category 3 storm represents the threshold that exceeds the 100-year storm event, indicating that significant flooding and inundation risks are present even under these less severe conditions.

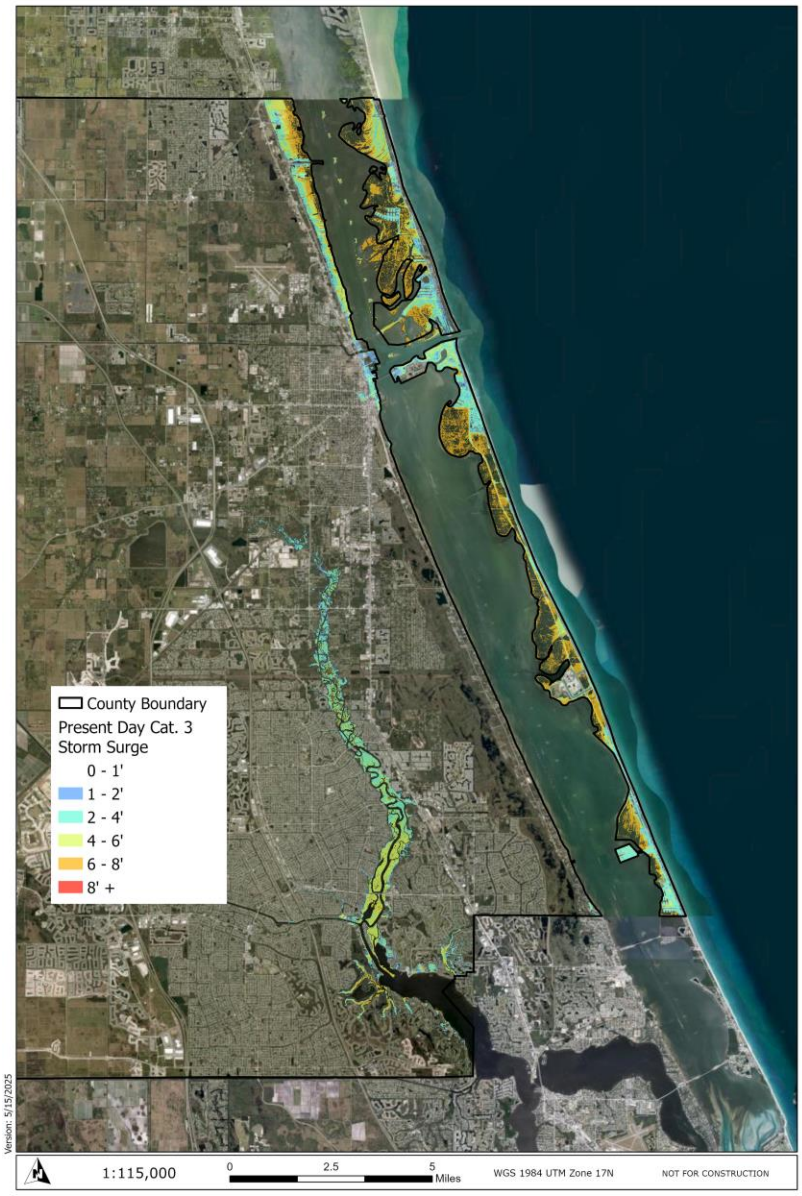


Figure 5-7. Category 3 Storm Surge

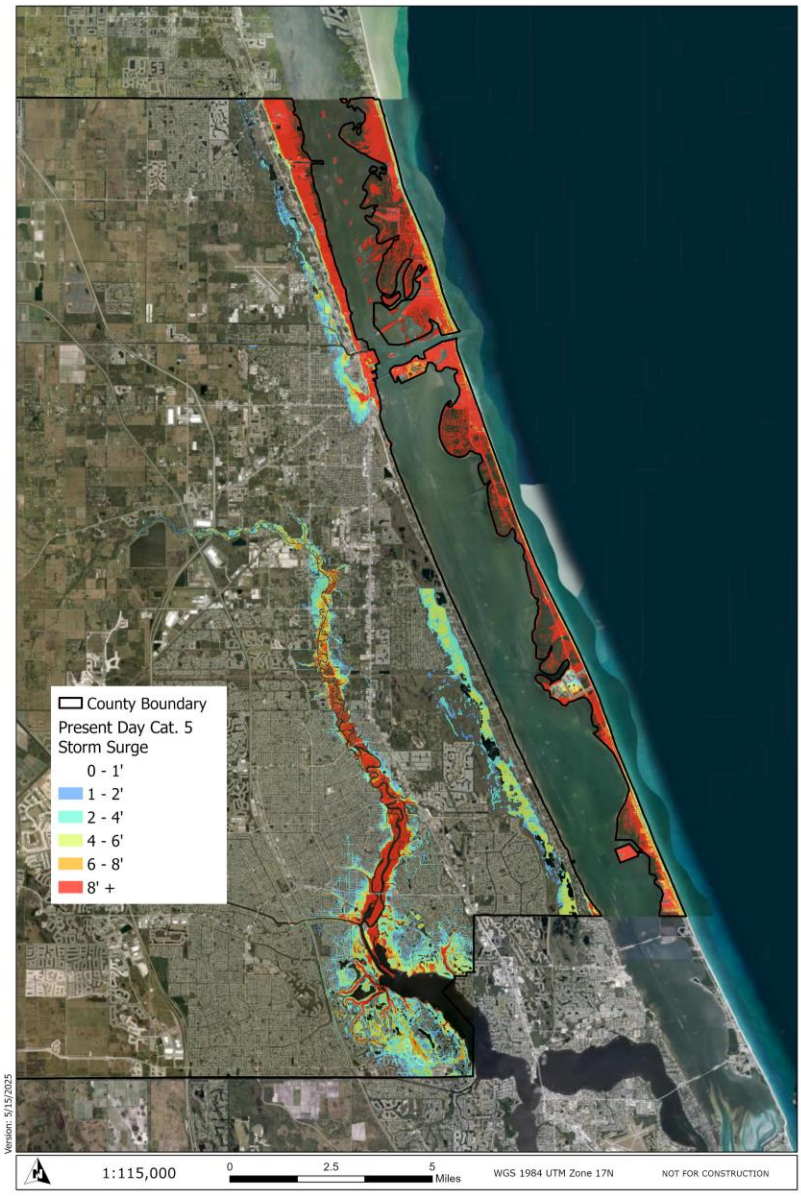


Figure 5-8. Category 5 Storm Surge

5.1.2.5 Exposure: Rainfall Induced Flooding

The rainfall analysis within the RVA employs HEC-HMS and HEC-RAS software for rainfall simulation and runoff computation. Modeling efforts related to rainfall-induced flooding integrate NOAA's Atlas 14 data and South Florida Water Management District (SFWMD) change factors to create baseline rainfall depth grids, aligning with legislative requirements to conduct such analyses (SFWMD 2022; NOAA 2023). The comprehensive modeling approach produces maps to help users understand and prepare for future flood risks. The rainfall-induced flood modeling approach meets the statutory requirements for rainfall evaluation in Vulnerability Assessments, modeling the 25-,100-, and 500-year rainfall events required. NOAA Atlas 14 provides high-quality data based on ongoing investigations of historical rainfall patterns across the United States. It offers site-specific rainfall distributions, which

are essential for accurate hydrologic modeling. Compared to previous volumes, Atlas 14 estimates have longer periods of record and greater station density. NOAA Atlas 14 defines standard design rainfall distributions based on integrating high-intensity short duration events within longer, lower-intensity precipitation. These distributions are used in hydrologic models to estimate rainfall intensity for specified durations and annual exceedance probabilities (Figure 5-9). The NOAA Atlas 14 serves as a guideline to assess flood potential in watersheds and design stormwater infrastructure. The accuracy of rainfall data provided by NOAA Atlas 14 allows engineers and planners to make informed decisions when designing and managing infrastructure (NOAA 2023).

PDS-based precipitation frequency estimates with 90% confidence intervals (in inches)[1]

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.561 (0.493-0.664)	0.641 (0.562-0.759)	0.774 (0.675-0.921)	0.888 (0.769-1.06)	1.05 (0.870-1.33)	1.18 (0.946-1.53)	1.31 (1.00-1.77)	1.45 (1.05-2.05)	1.64 (1.12-2.42)	1.79 (1.18-2.70)
10-min	0.822 (0.722-0.972)	0.938 (0.822-1.11)	1.13 (0.989-1.35)	1.30 (1.13-1.56)	1.54 (1.27-1.95)	1.73 (1.39-2.24)	1.92 (1.47-2.60)	2.12 (1.53-3.00)	2.40 (1.65-3.55)	2.62 (1.73-3.96)
15-min	1.00 (0.880-1.18)	1.14 (1.00-1.36)	1.38 (1.21-1.64)	1.59 (1.37-1.90)	1.88 (1.55-2.37)	2.11 (1.69-2.73)	2.34 (1.79-3.17)	2.59 (1.87-3.66)	2.93 (2.01-4.33)	3.19 (2.11-4.83)
30-min	1.42 (1.24-1.68)	1.63 (1.43-1.92)	1.98 (1.72-2.35)	2.28 (1.97-2.73)	2.70 (2.24-3.42)	3.04 (2.44-3.94)	3.38 (2.59-4.57)	3.74 (2.70-5.29)	4.23 (2.90-6.25)	4.62 (3.05-6.98)
60-min	1.92 (1.69-2.27)	2.16 (1.89-2.56)	2.58 (2.25-3.07)	2.96 (2.57-3.55)	3.54 (2.95-4.53)	4.03 (3.24-5.26)	4.55 (3.49-6.19)	5.11 (3.70-7.27)	5.92 (4.06-8.78)	6.56 (4.34-9.93)
2-hr	2.43 (2.14-2.85)	2.69 (2.37-3.16)	3.18 (2.79-3.76)	3.65 (3.18-4.35)	4.38 (3.69-5.60)	5.02 (4.07-6.55)	5.71 (4.42-7.76)	6.48 (4.73-9.20)	7.60 (5.26-11.2)	8.51 (5.66-12.8)
3-hr	2.77 (2.45-3.25)	3.04 (2.68-3.56)	3.57 (3.14-4.20)	4.11 (3.58-4.87)	4.98 (4.23-6.40)	5.77 (4.71-7.55)	6.65 (5.18-9.05)	7.65 (5.62-10.9)	9.11 (6.35-13.5)	10.3 (6.90-15.5)
6-hr	3.29 (2.92-3.82)	3.62 (3.21-4.21)	4.32 (3.81-5.05)	5.05 (4.43-5.95)	6.28 (5.38-8.09)	7.42 (6.10-9.70)	8.70 (6.82-11.8)	10.2 (7.53-14.4)	12.4 (8.67-18.2)	14.2 (9.54-21.1)
12-hr	3.67 (3.28-4.24)	4.17 (3.72-4.82)	5.20 (4.61-6.04)	6.25 (5.50-7.32)	7.99 (6.87-10.2)	9.56 (7.91-12.4)	11.3 (8.94-15.3)	13.4 (9.94-18.8)	16.3 (11.5-24.0)	18.8 (12.7-27.8)
24-hr	4.06 (3.64-4.66)	4.78 (4.28-5.49)	6.19 (5.53-7.15)	7.59 (6.72-8.83)	9.86 (8.50-12.5)	11.9 (9.84-15.3)	14.1 (11.2-18.9)	16.6 (12.4-23.2)	20.3 (14.4-29.5)	23.4 (15.9-34.3)
2-day	4.63 (4.18-5.28)	5.50 (4.95-6.28)	7.18 (6.44-8.23)	8.81 (7.84-10.2)	11.4 (9.88-14.4)	13.7 (11.4-17.6)	16.3 (12.9-21.6)	19.1 (14.4-26.5)	23.2 (16.6-33.5)	26.7 (18.3-38.9)
3-day	5.10 (4.62-5.79)	5.94 (5.37-6.76)	7.60 (6.83-8.68)	9.24 (8.24-10.6)	11.9 (10.3-14.9)	14.3 (11.9-18.2)	16.9 (13.5-22.4)	19.8 (15.0-27.4)	24.2 (17.3-34.8)	27.8 (19.1-40.4)
4-day	5.53 (5.01-6.26)	6.32 (5.72-7.17)	7.92 (7.14-9.02)	9.53 (8.52-10.9)	12.2 (10.6-15.3)	14.5 (12.2-18.5)	17.2 (13.8-22.8)	20.2 (15.3-27.9)	24.6 (17.7-35.4)	28.3 (19.6-41.1)
7-day	6.66 (6.06-7.50)	7.37 (6.70-8.32)	8.86 (8.02-10.0)	10.4 (9.34-11.9)	13.0 (11.4-16.2)	15.3 (13.0-19.4)	18.0 (14.5-23.7)	21.0 (16.0-28.9)	25.5 (18.5-36.5)	29.3 (20.3-42.3)
10-day	7.58 (6.92-8.51)	8.24 (7.51-9.27)	9.66 (8.76-10.9)	11.2 (10.0-12.7)	13.7 (12.0-16.9)	16.0 (13.5-20.1)	18.6 (15.0-24.4)	21.6 (16.5-29.5)	26.1 (18.9-37.1)	29.8 (20.8-42.8)
20-day	9.84 (9.02-11.0)	10.5 (9.60-11.7)	11.8 (10.8-13.3)	13.3 (12.0-15.0)	15.6 (13.8-19.1)	17.8 (15.2-22.2)	20.3 (16.5-26.2)	23.1 (17.7-31.2)	27.2 (19.9-38.4)	30.7 (21.5-43.8)
30-day	11.5 (10.6-12.8)	12.4 (11.4-13.8)	14.0 (12.8-15.7)	15.6 (14.1-17.5)	18.0 (15.8-21.6)	20.1 (17.1-24.7)	22.4 (18.2-28.7)	25.0 (19.2-33.4)	28.7 (21.0-40.1)	31.8 (22.4-45.1)
45-day	13.6 (12.6-15.1)	15.0 (13.8-16.6)	17.3 (15.9-19.3)	19.3 (17.5-21.6)	22.0 (19.2-25.9)	24.1 (20.4-29.1)	26.3 (21.3-33.0)	28.5 (21.9-37.5)	31.4 (23.0-43.3)	33.7 (23.8-47.7)
60-day	15.4 (14.2-17.0)	17.4 (16.1-19.2)	20.5 (18.9-22.8)	23.0 (20.9-25.7)	26.1 (22.6-30.2)	28.3 (23.9-33.7)	30.3 (24.5-37.6)	32.2 (24.6-41.8)	34.4 (25.1-46.8)	35.9 (25.4-50.6)

[1] Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

Figure 5-9. NOAA Atlas 14 Rainfall Time Series Table for St. Lucie County

To accurately capture the nuances of the terrain's elevation and slope, a model was constructed utilizing digital elevation models (DEMs). These DEMs serve as the basis for mapping and understanding the area's physical characteristics. The elevation data within these models are based on the NAVD 88 datum. Figure 5-10 represents the outline of the two-dimensional DEM (Figure 5-11) area and the boundary condition lines used in conjunction with the DEM as terrain inputs in the modeling environment. A 1-mile buffer is used to prevent artifacts in rainfall calculations at the edges of the County boundary.

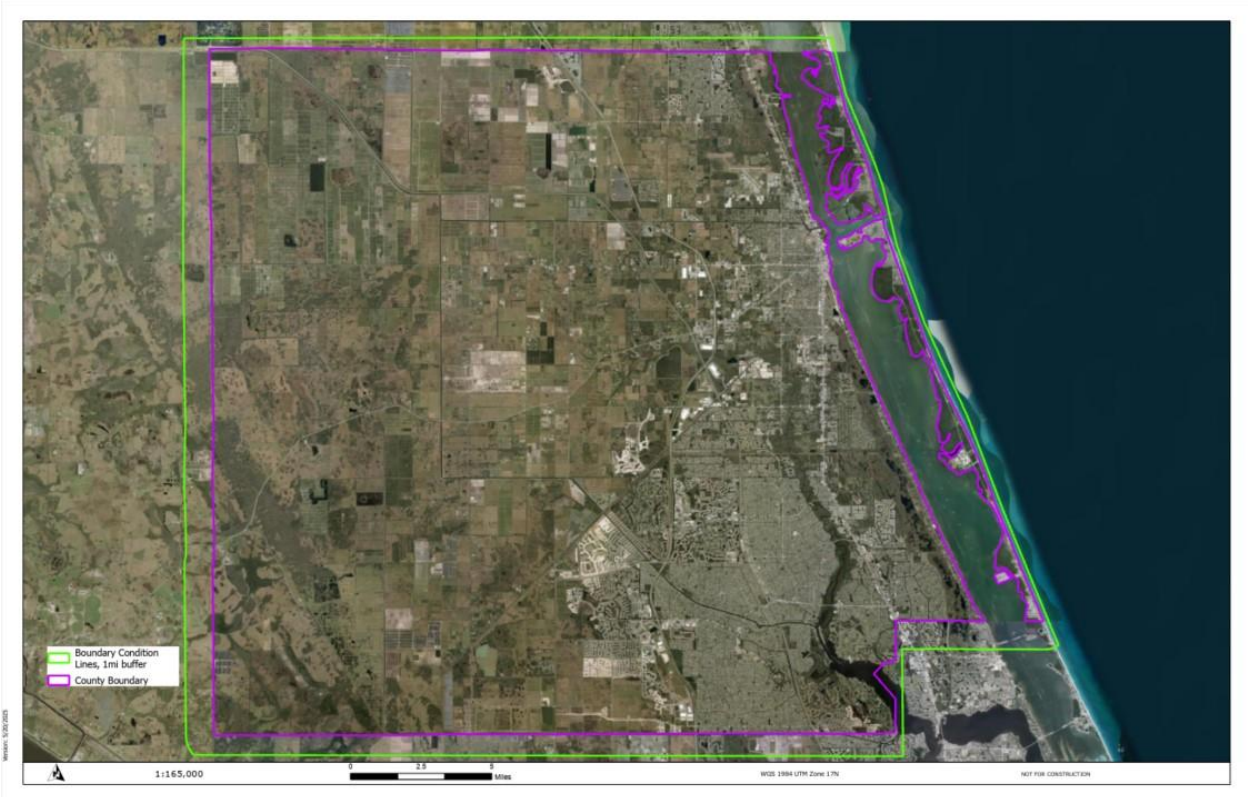


Figure 5-10. County Extent and Boundary Condition Lines for Northern, Southern, Eastern, and Western Boundaries

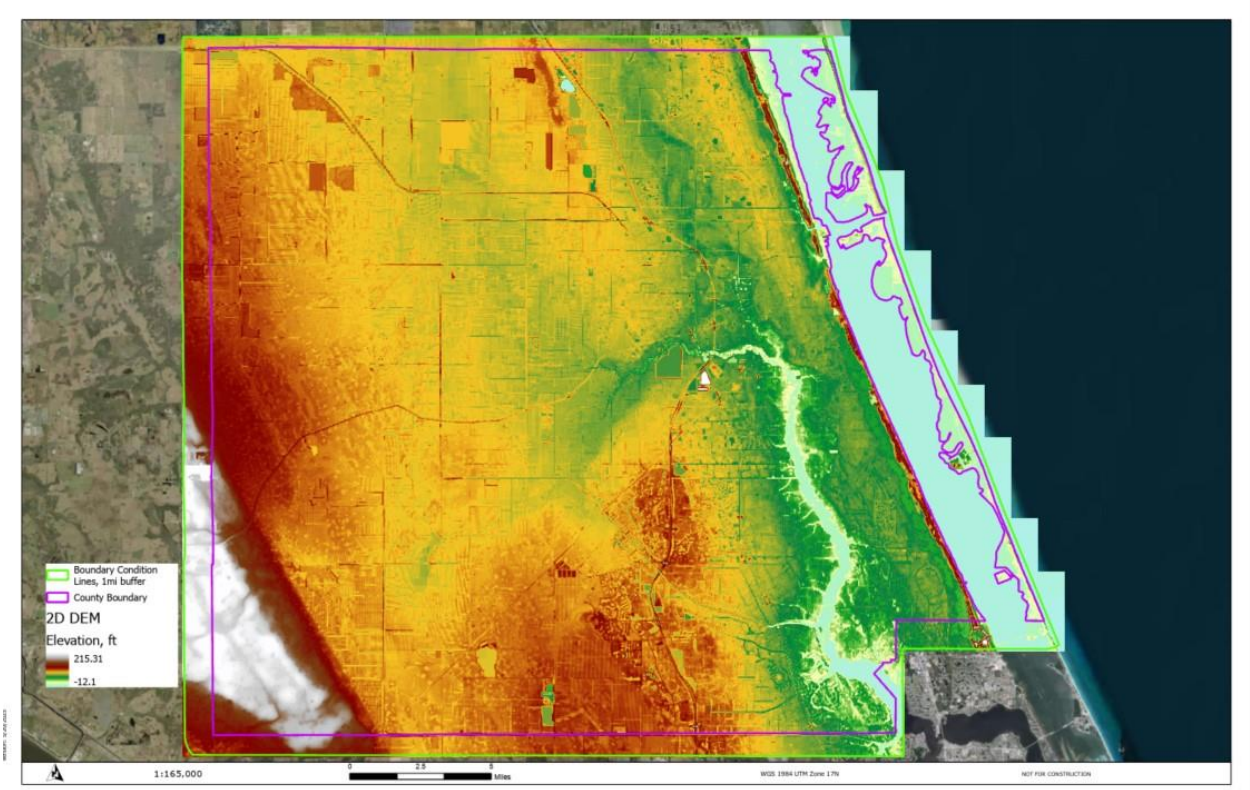


Figure 5-11. 2D Digital Elevation Model (DEM)

The NOAA Atlas 14 precipitation frequency grids were transformed into HEC-RAS-compatible grids using HEC-HMS. A "dummy" basin was set up with no assumptions related to water flow. Instead, the precipitation grids were modified by a hypothetical storm (i.e., 25-year 24-hour storm) using the Intensity/Precipitation (I/P) curves derived from the Florida Department of Transportation Drainage manual for 24-hour design storms. The design storms represent current (2024) rainfall patterns for 25-year, 100-year and 500-year return interval, 24-hour rainfall events (NOAA 2023). Future rainfall depths were computed using the current precipitation depths in Table 5-8 and deriving the intensity for the respective future conditions by using the SFWMD's SERDP change factors to arrive at the future-projected precipitation in Table 5-9, Figure 5-12, Figure 5-13, and Figure 5-14. These predict approximately 1.11 times more rain in 2040 than today (2024), 1.24 times more rain in 2070, and 1.37 times more rain in 2100. The current and projected precipitation depths are then applied to the storm design criteria in Table 5-10 to arrive at a storm design that is suitable for varying present and future conditions. These storm designs are input with the precipitation frequency grids to obtain spatially varying rainfall depths county-wide that are HEC-RAS compatible.

Table 5-8. Precipitation in Inches for 24-Hour Storm Duration – Present Day

Year	Scenario	Precipitation (inches)
Present Day	25-Year	8.71
Present Day	100-Year	11.77
Present Day	500-Year	14.96

Table 5-9. Projected Precipitation in Inches for 24-Hour Storm Duration

Year	Scenario	Precipitation (inches)
2040	25-Year	9.66
2040	100-Year	13.30
2070	25-Year	10.01
2070	100-Year	14.24
2100	25-Year	10.19
2100	100-Year	15.42

Table 5-10. Rainfall Design Storm Criteria for Varying Storm Events

Design Storms				
T hours	Intensity/Precipitation Ratio	25 yr Accumulation (inches)	100 yr Accumulation (inches)	500 yr Accumulation (inches)
0	0	0	0	0
1	0.01	0.0871	0.118	0.1496
2	0.02	0.1744	0.235	0.2992
3	0.03	0.261	0.353	0.4488
4	0.03	0.261	0.353	0.4488
5	0.03	0.261	0.353	0.4488
6	0.04	0.348	0.471	0.5984
7	0.04	0.348	0.471	0.5984
8	0.04	0.348	0.471	0.5984
9	0.06	0.523	0.706	0.8976
10	0.06	0.523	0.706	0.8976
11	0.08	0.697	0.942	1.1968
12	0.1	0.871	1.177	1.496
13	0.07	0.610	0.824	1.0472
14	0.06	0.523	0.706	0.8976
15	0.06	0.523	0.706	0.8976
16	0.05	0.436	0.6589	0.748
17	0.04	0.348	0.471	0.5984
18	0.04	0.348	0.471	0.5984
19	0.04	0.348	0.471	0.5984
20	0.03	0.261	0.353	0.4488
21	0.03	0.261	0.353	0.4488
22	0.02	0.1174	0.235	0.2992
23	0.01	0.087	0.117	0.1496
24	0	0	0	0

Source: FDOT n.d.

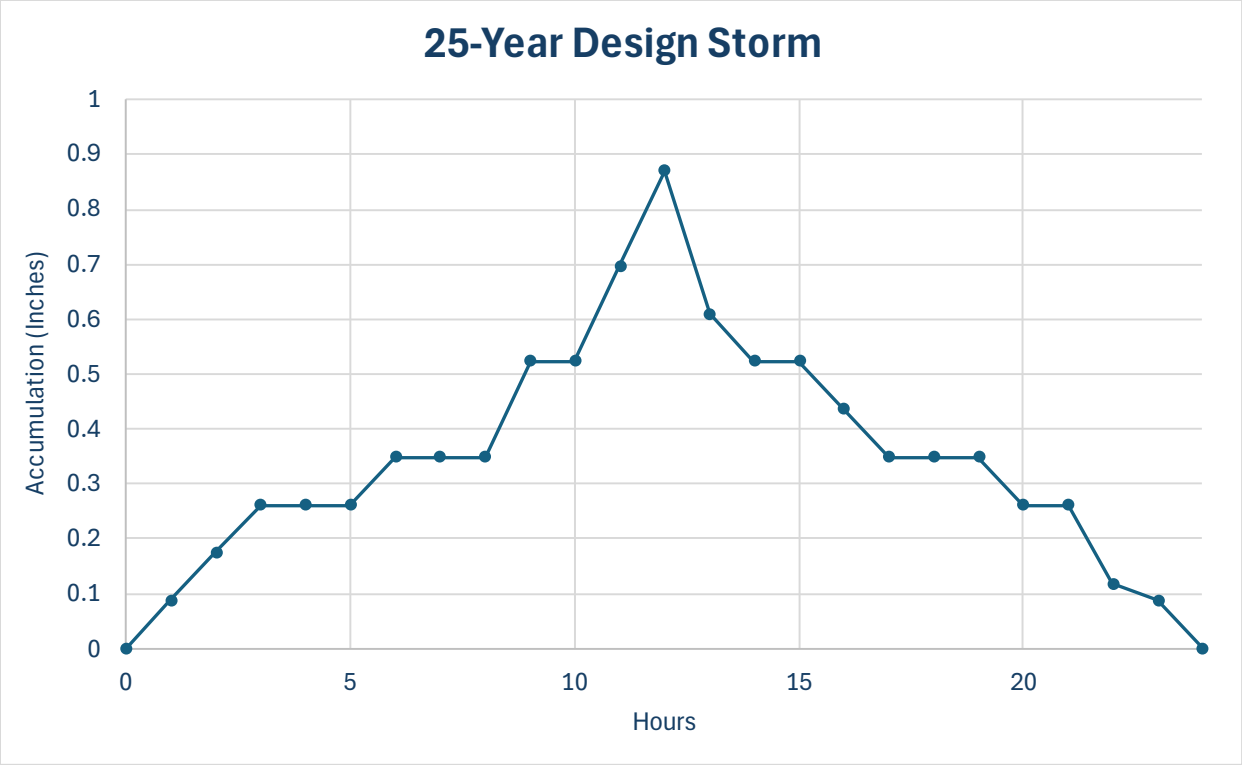


Figure 5-12. 25-Year Design Storm Criteria for St. Lucie County

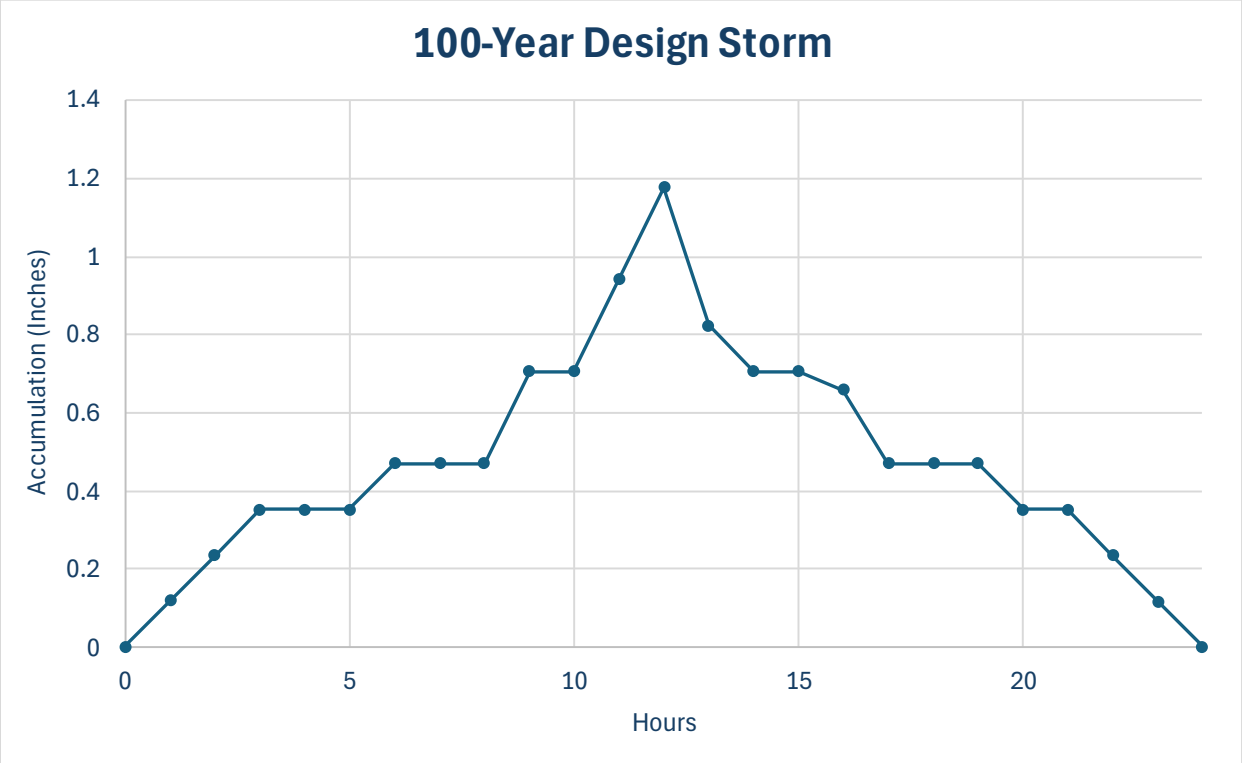


Figure 5-13. 100-Year Design Storm Criteria for St. Lucie County

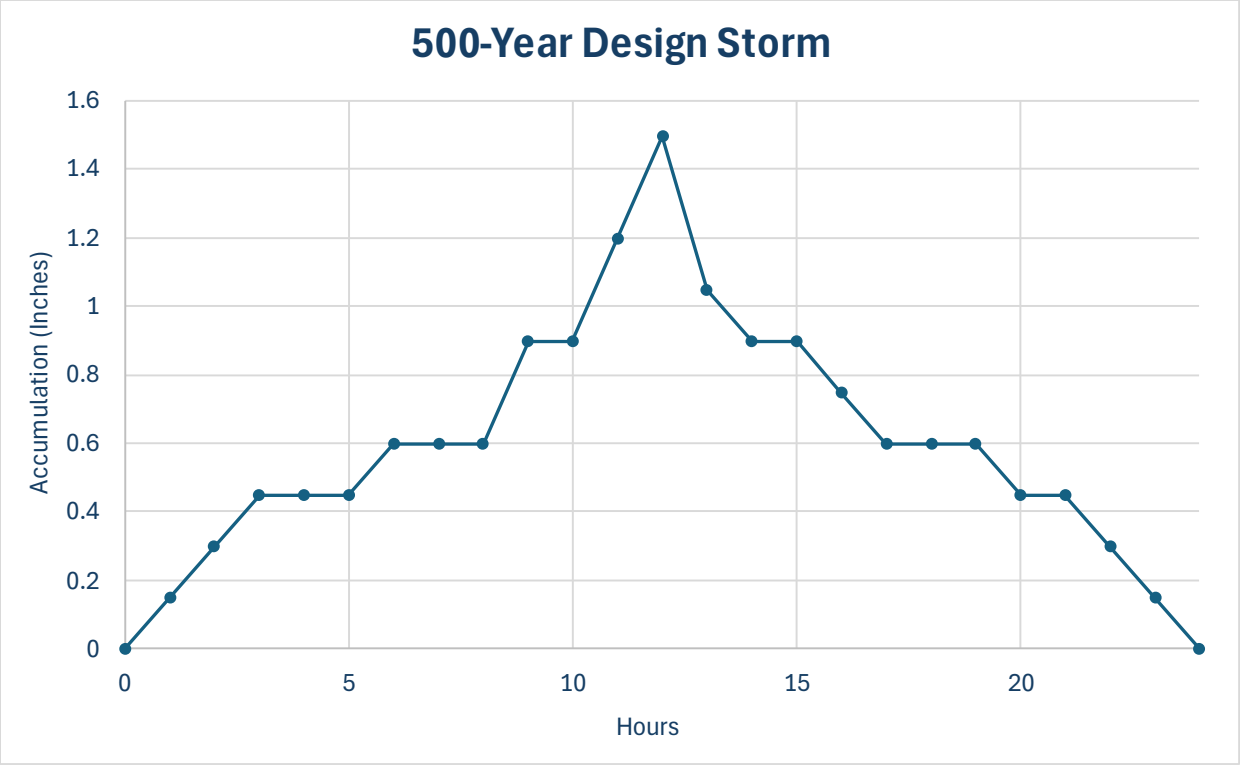


Figure 5-14. 500-Year Design Storm Criteria for St. Lucie County

The infiltration method employed in this HEC-RAS model utilizes the Soil Conservation Service curve number method, designed to estimate direct runoff and infiltration rates from rainfall events. This approach is particularly suitable for varying soil conditions (Figure 5-15) and land use over a large area, offering a comprehensive understanding of how different terrains respond to precipitation.

The Soil Conservation Service curve number method is based on empirical data, correlating soil type and land use to a curve number that represents the potential for runoff. This method simplifies the calculation of effective rainfall (precipitation that contributes to runoff) by considering the initial abstraction and potential maximum retention after runoff begins.

Manning's n roughness and percent impervious values were assigned to each USGS National Land Cover Database land cover category representing 2021 conditions (USGS 2023). Manning's n roughness ranges, coefficients that represents the resistance to flow in channels and floodplains, were taken from the HEC-RAS technical reference guide (USACE 2021).

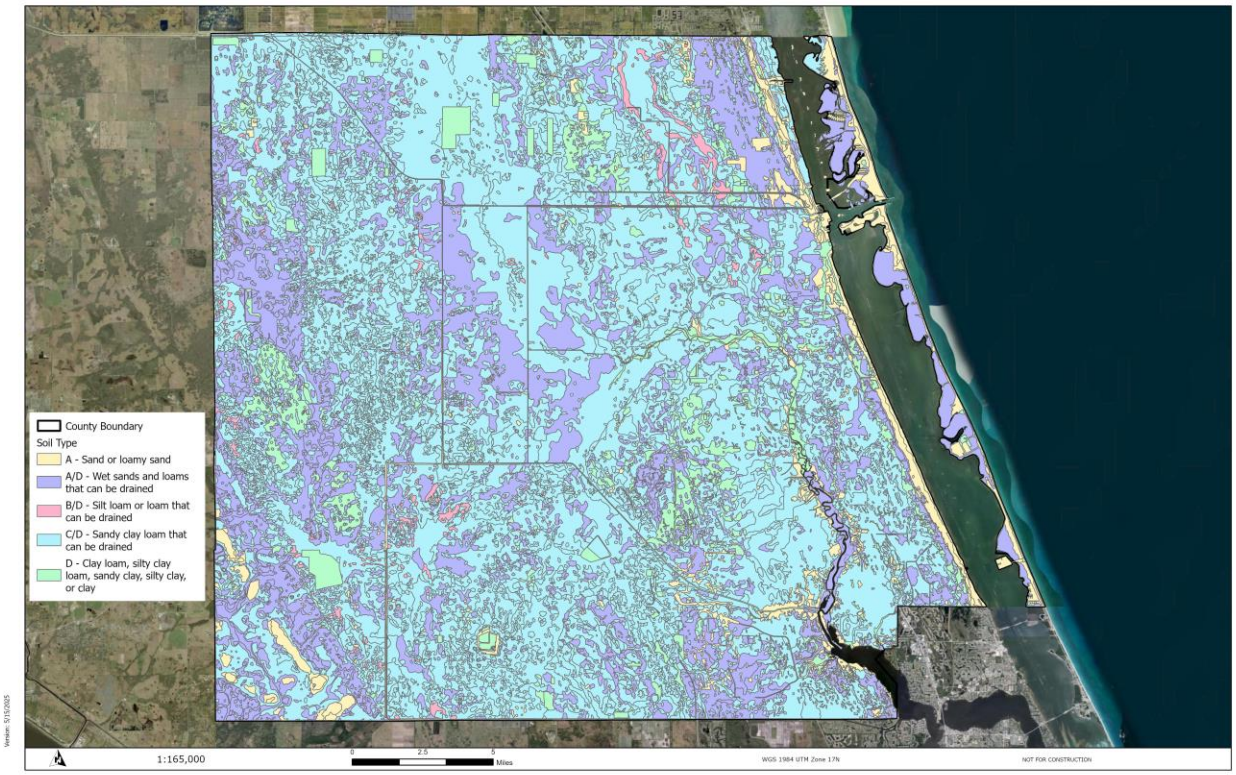


Figure 5-15. St. Lucie County Soil Types

Table 5-11 shows the land cover categories (Figure 5-16), Manning's n roughness (Table 5-11), percent impervious, and area within the modeled two-dimensional flow area.

Table 5-11. Land Cover Category Manning's n Roughness and Percent Impervious

ID	Name	Manning's n Range[1/]	Manning's n	Impervious %
11	Open Water	0.025-0.05	0.038	100
21	Developed, Open Space	0.03-0.05	0.04	8
22	Developed, Low Intensity	0.06-0.12	0.09	33
23	Developed, Medium Intensity	0.08-0.16	0.12	64
24	Developed, High Intensity	0.12-0.20	0.16	86
31	Barren Land Rock-Sand-Clay	0.023-0.03	0.27	0
41	Deciduous Forest	0.10-0.20	0.15	0
42	Evergreen Forest	0.08-0.16	0.12	0
43	Mixed Forest	0.08-0.20	0.14	0
52	Shrub-Scrub	0.07-0.16	0.12	0
71	Grassland - Herbaceous	0.025-0.05	0.038	0
81	Pasture-Hay	0.025-0.05	0.038	0
82	Cultivated Crops	0.02-0.05	0.038	0
90	Woody Wetlands	0.045-0.15	0.098	80
95	Emergent Herbaceous Wetlands	0.05-0.085	0.07	80

1/ Ranges are from USACE Creating Land Cover, Manning's n Values, and % Impervious Layers (USACE 2021)

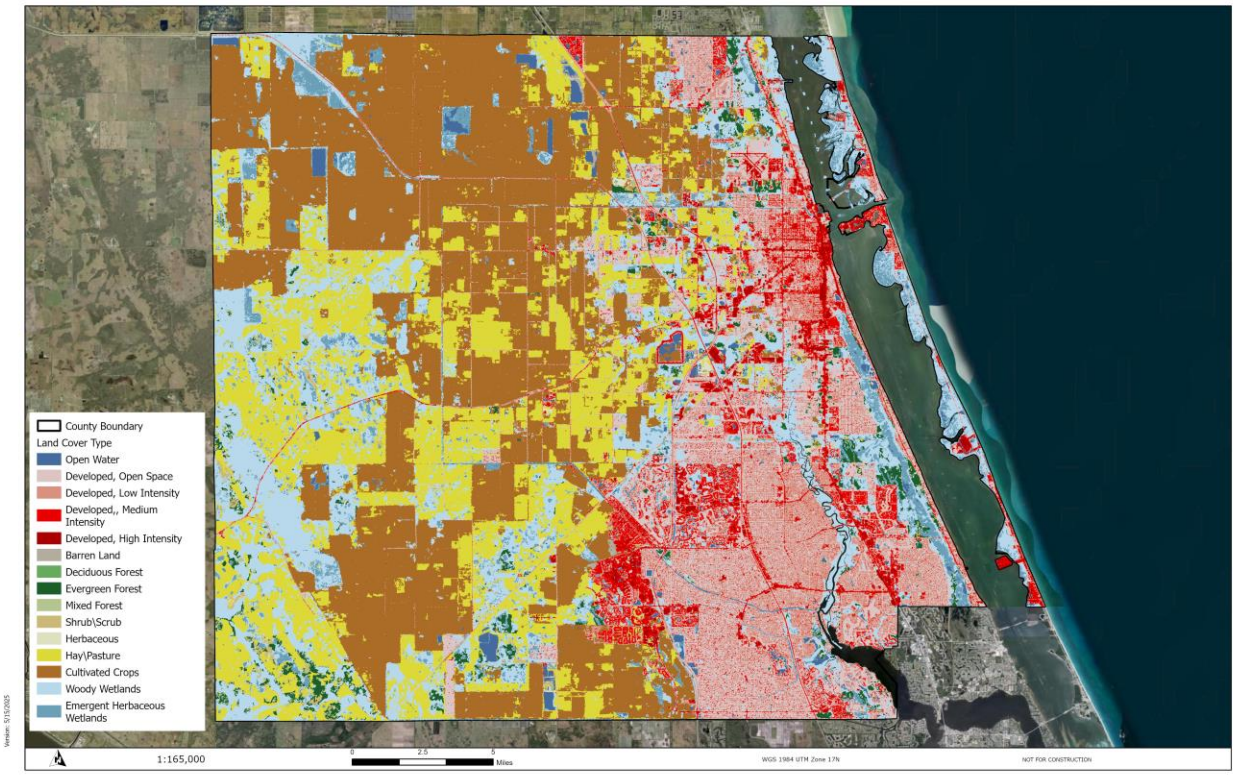


Figure 5-16. St. Lucie County Land Cover

Table 5-12. Area of Land Cover Classifications

Soil Texture	Acres
A-Sands	21,937.58
A/D-Saturated Sands	109,942.54
B/D-Saturated Silts	9,152.62
C/D-Saturated Clays	252,598.87
D-Clays	164,192.0

The Gridded Soil Survey Geographic (gSSURGO) Database, provided by the U.S. Department of Agriculture-National Resource Conservation Service in 2023, provided the foundation for identifying both the soil texture and the Hydrologic Soil Groups (HSGs) of soils within the designated two-dimensional flow area. As illustrated in Figure 5-15, the gSSURGO soil map units reveal a diverse range of soil textures within the County.

A majority of the County's area is characterized by C/D, wet sands, and other saturated soils less than 24 inches from the water table (A/D, B/D), as detailed in Table 5-12. Due to the shallow depth of their water table, A/D, B/D, and C/D soils have a limited ability to transmit water, as they generally exhibit a lower infiltration rate and a greater capacity to retain water, which results in a higher potential for runoff (NRCS 2023).

Including A/D Saturated Sand, several other soil textures are present and warrant consideration:

- **A-Sands:** This category includes extremely gravelly sand and fine sand. These soils are characterized by high infiltration rates and excellent drainage, making them ideal for rapid water infiltration and reducing surface runoff. However, they may have low water and nutrient-holding capacities, requiring frequent irrigation and fertilization to support plant growth. Fine sand, in particular, can be prone to quick drying and may need careful water management, especially in arid conditions.
- **A/D-Saturated Sands:** This texture consists of organic-rich muck mixed with significant amounts of gravel. These soils have moderate drainage and are often classified in HSG C or D due to their high organic content and lower infiltration rates. Gravelly muck can hold a substantial amount of water and nutrients, making it beneficial for plant growth, but it also has an increased potential for surface runoff.
- **B/D-Saturated Silts:** This texture consists of silt loam mixed with marl, a calcium carbonate-rich material. Marly silt loam offers moderate drainage and water-holding capacity, typically classified in HSG B or C. The presence of marl can enhance soil fertility but may also affect pH levels. These soils balance water infiltration and retention, making them suitable for areas needing both drainage and moisture conservation.
- **C/D-Saturated Clays:** These soils are classified as Group C when drained (unsaturated), and Group D when undrained (saturated). Drained soils in this group have slow infiltration rates and moderately high runoff potential. When undrained, they exhibit very high runoff potential due to their clayey texture and saturation.
- **D-Clays:** Group D soils have high runoff potential and very low infiltration rates when thoroughly wetted. These soils are typically composed of clayey textures with high swelling potential, a high permanent water table, or a claypan or clay layer at or near the surface.

These varied soil textures contribute to the hydrologic dynamics of the two-dimensional flow area. Understanding the distribution and characteristics of these soils helps in predicting water movement and managing flood risks effectively. The distinct properties of each soil type necessitate tailored approaches to land use planning, agricultural practices, and hydrologic modeling to optimize water absorption, minimize erosion, and manage runoff. The resulting rainfall depth grids are then adjusted by the SLR projection data based on NOAA's NIL and NIH projections for the respective time horizons.

Figure 5-17 through Figure 5-19 provide an overview showing which regions, infrastructure, and natural areas are at increased risk due to flooding because of extreme rainfall in the present day and under future conditions.

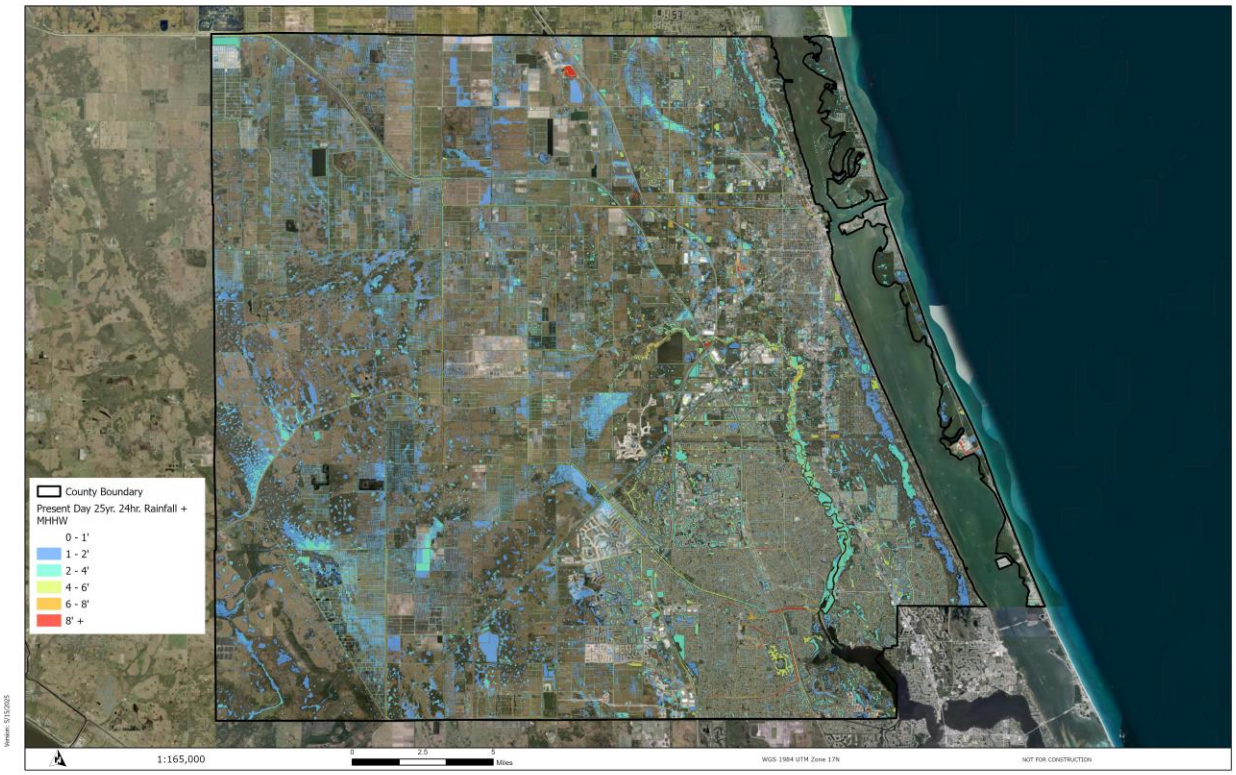


Figure 5-17. 25-Year 24-Hour Rainfall-Induced Flooding Depths – Present Day

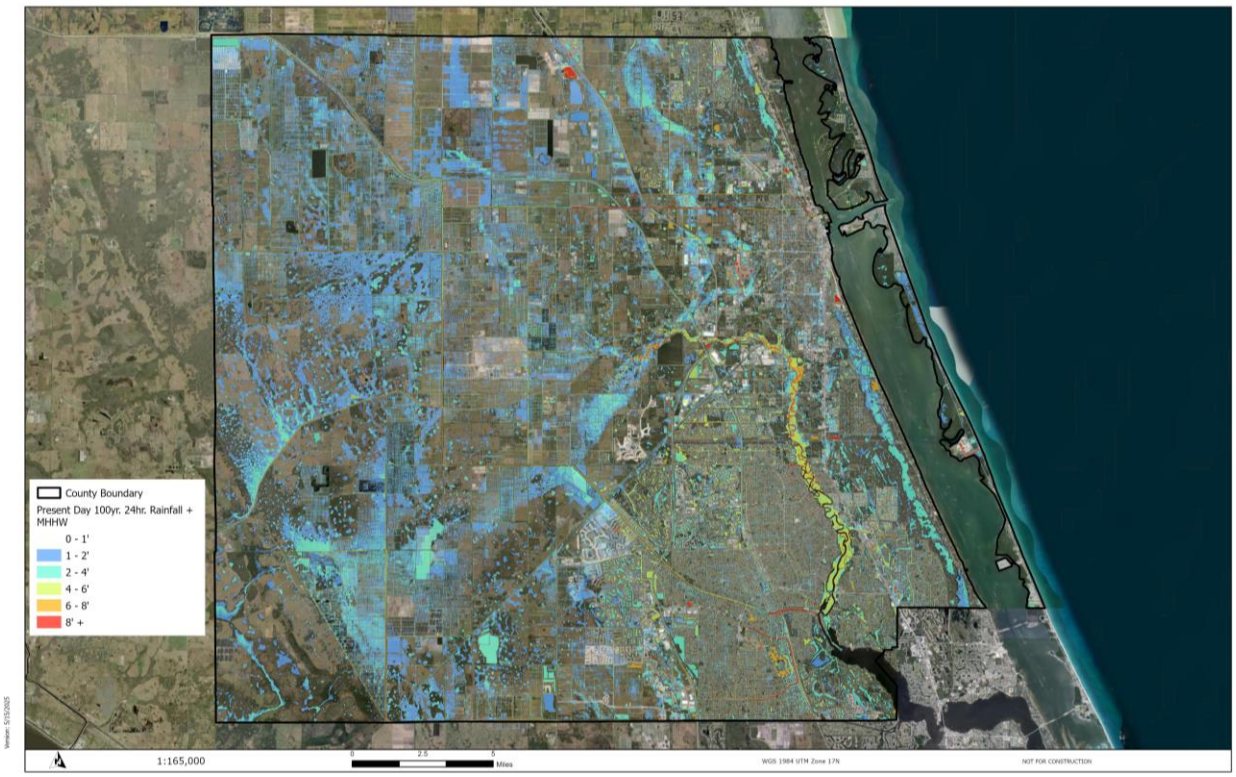


Figure 5-18. 100-Year 24-Hour Rainfall-Induced Flooding Depths - Present Day

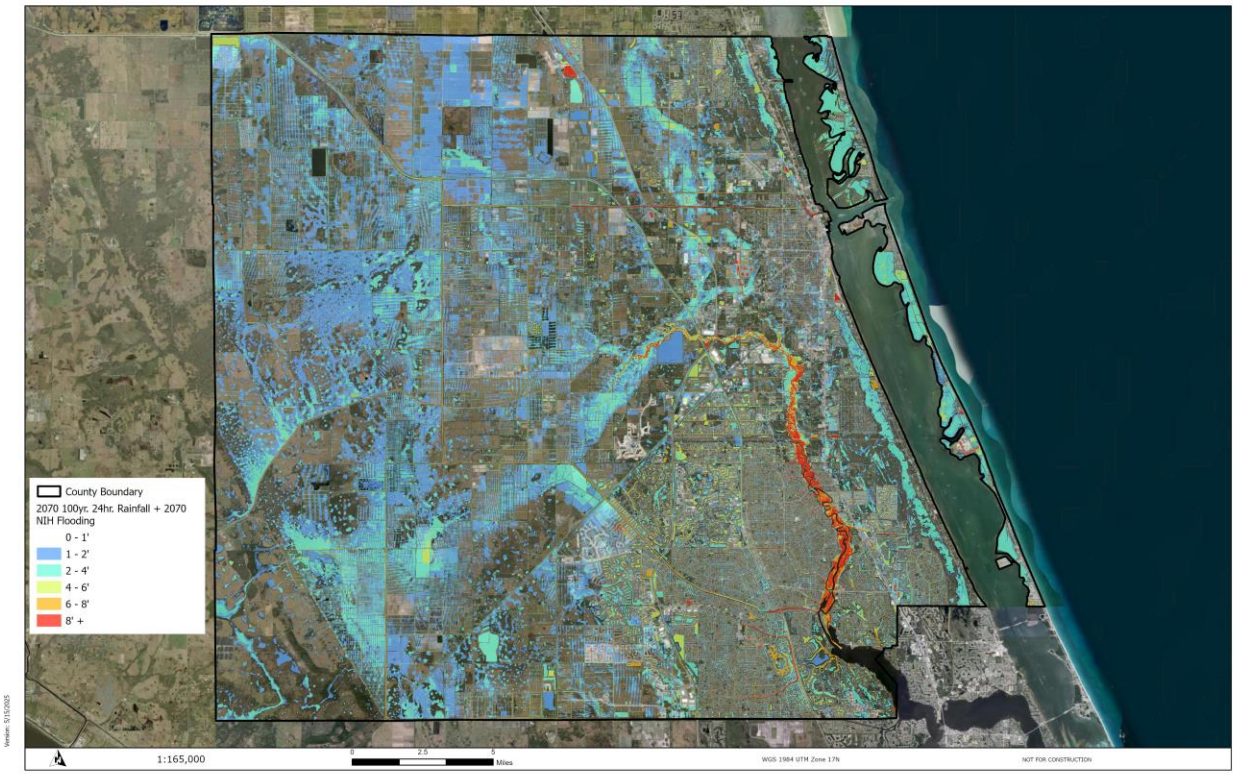


Figure 5-19. 100-Year 24-Hour Rainfall-Induced Flooding Depths – 2070 NOAA Intermediate High Sea Level

5.1.2.6 Exposure: Compound Modeling

The compound modeling within the RVA focuses on assessing the combined impacts of various flooding scenarios (see results within Table 5-13 and Figure 5-20). Modeling efforts combine sea level rise, high tide, storm surge, and rainfall-induced flooding. The methodology involves overlaying depth grids from each scenario to identify the aggregate flood heights. Exposure to compound flood modeling is designed to provide a comprehensive understanding of the potential cumulative impacts of different flooding events occurring simultaneously or in quick succession, aiding in effective planning and mitigation strategies. This modeling does not simulate the hydrologic interactions between these events or the stormwater management system's effect on flooded conditions. In circumstances where this more precise information is required, complex engineering-based models should be considered.

SLR inundation modifies the "coastline" with a net landward movement of that tidal interface boundary. Stormwater drains may lose their functionality as sea level rises and be incapable of draining water that accumulates during rains storms. Storm surge impacts are large but temporary in nature, caused by the force of storm pushing water onto the terrain. The devastation caused by storm surge is typically a combination of extreme, transient flooding and the power of extreme water currents pushing the water inland. When two or more of these events coincide, which is occurring with increasing frequency, the results can be devastating, especially along the coastline and tidally influenced rivers and depressional areas.

Table 5-13. NOAA Intermediate Low and Intermediate High Projections Combined Flood Scenario Water Rise Impacts

Sea Level Rise Scenario	Surge Scenario	Rainfall Scenario	Combined Mean Water Rise (ft)
Present Day	Category 3	25 Year 24 Hour	6.73
Present Day	Category 3	100 Year 24 Hour	6.98
Present Day	Category 5	25 Year 24 Hour	9.72
Present Day	Category 5	100 Year 24 Hour	9.98
NIL 2040	Category 3	25 Year 24 Hour	7.50
NIL 2040	Category 3	100 Year 24 Hour	7.80
NIL 2040	Category 5	25 Year 24 Hour	10.50
NIL 2040	Category 5	100 Year 24 Hour	10.80
NIH 2040	Category 3	25 Year 24 Hour	8.22
NIH 2040	Category 3	100 Year 24 Hour	8.52
NIH 2040	Category 5	25 Year 24 Hour	11.22
NIH 2040	Category 5	100 Year 24 Hour	11.52
NIL 2070	Category 3	25 Year 24 Hour	8.09
NIL 2070	Category 3	100 Year 24 Hour	8.43
NIL 2070	Category 5	25 Year 24 Hour	11.12
NIL 2070	Category 5	100 Year 24 Hour	11.44
NIH 2070	Category 3	25 Year 24 Hour	11.24
NIH 2070	Category 3	100 Year 24 Hour	11.58
NIH 2070	Category 5	25 Year 24 Hour	14.26
NIH 2070	Category 5	100 Year 24 Hour	14.29
NIL 2100	Category 3	25 Year 24 Hour	8.59
NIL 2100	Category 3	100 Year 24 Hour	9.03
NIL 2100	Category 5	25 Year 24 Hour	11.59
NIL 2100	Category 5	100 Year 24 Hour	12.03
NIH 2100	Category 3	25 Year 24 Hour	12.85
NIH 2100	Category 3	100 Year 24 Hour	13.29
NIH 2100	Category 5	25 Year 24 Hour	15.85
NIH 2100	Category 5	100 Year 24 Hour	16.29

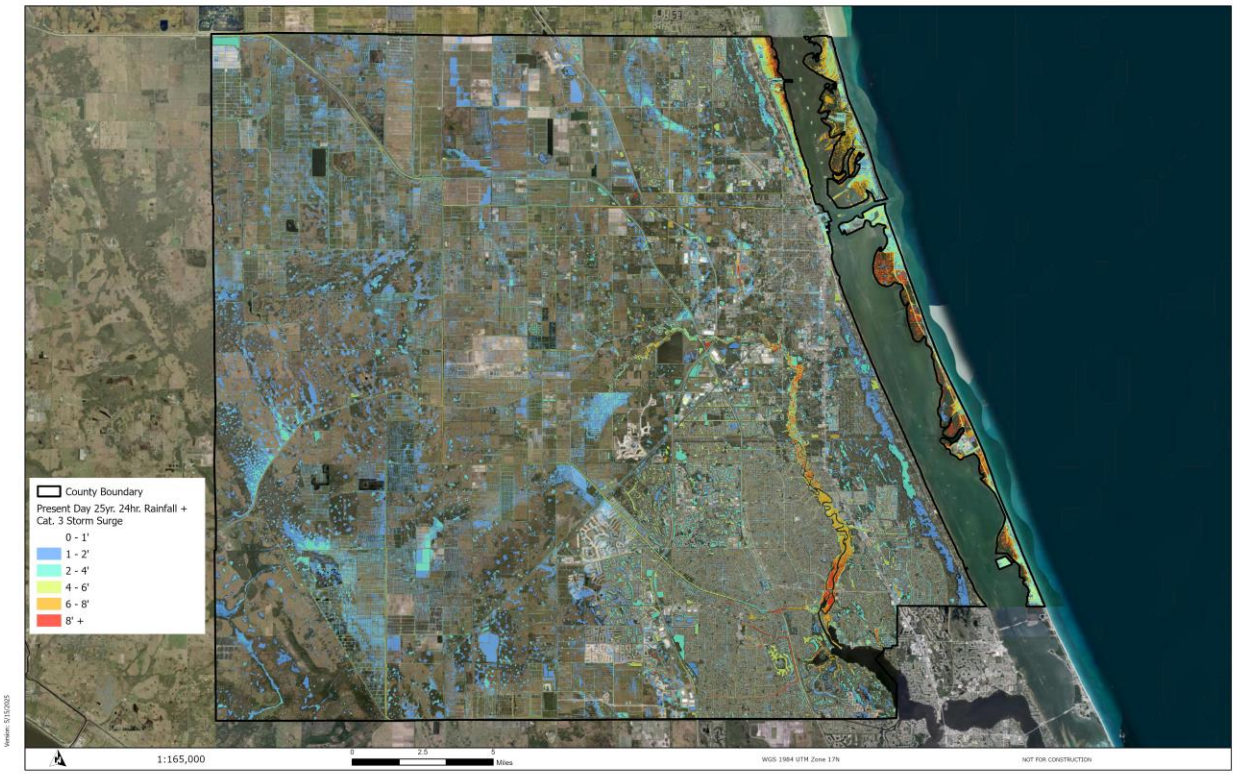


Figure 5-20. Present Day Sea Level Rise + Category 3 Storm Surge + 25-Year Rainfall Flooding Depths

5.2 Sensitivity Analysis

In this RVA, sensitivity refers to the degree to which a system or resource is or might be affected by hazards. In conjunction with the exposure analysis, a sensitivity analysis was performed on critical assets examining all flooding scenarios. The sensitivity analysis helps prioritize resilience adaptation efforts based on the level and way various flood scenarios affect critical assets within key geographic areas in SLC and Municipalities. The prioritization was accomplished using the following process (also depicted in Figure 5-21):

- **Conduct an assessment of risk** for critical assets located within the County and municipalities based on scores from flood risk (hazard type index), immediacy of impact (horizon index), average flooding depths (flood depth index), and significance of critical assets to disaster recovery efforts (asset criticality index).
- **Calculate a composite vulnerability score (CVS)** for each asset based on the risk assessment scoring.
- **Develop ranked list of** critical assets based on CVS scores.

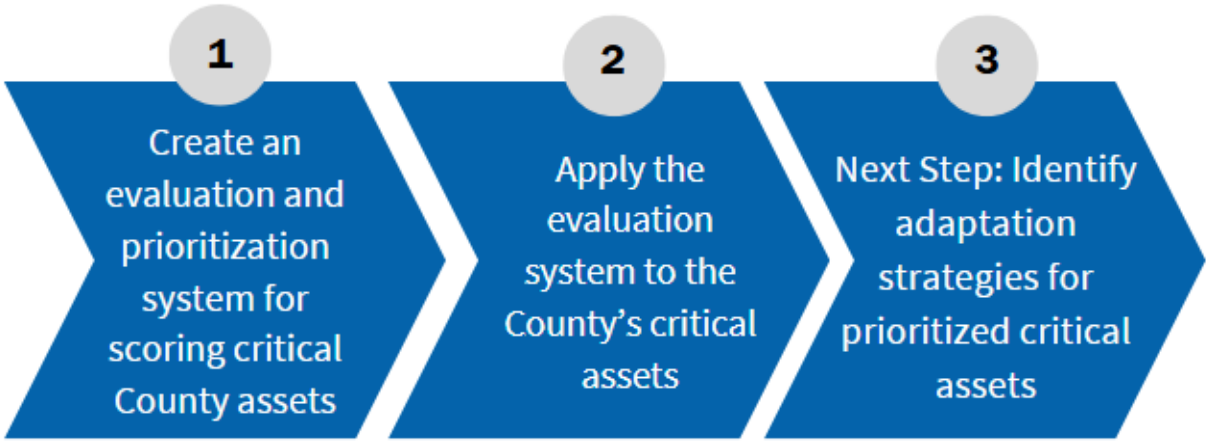


Figure 5-21. Three-Step Sensitivity Analysis Process

By assigning priorities to these assets, decision-makers can allocate resources effectively, focusing on the most vulnerable assets while also maintaining a holistic approach to enhancing overall community resilience against flooding and SLR.

5.2.1 Risk Assessment

The first phase of the sensitivity analysis involved conducting a risk assessment. During this stage, an evaluation and ranking system was developed to assess the County and municipalities' critical assets. The risk assessment comprises the following four indexes:

- Horizon index (Section 5.2.1.1)
- Hazard Type index (Section 5.2.2.2)
- Flood Depth index (Section 5.2.1.3)
- Asset Criticality Index (Section 5.2.1.3)

Each index evaluates distinct aspects of risk and vulnerability and is assigned a specific weight for evaluation and scoring. These indexes collectively contribute to a final metric known as the Composite Vulnerability Score (CVS) (Section 5.2.1.5), which provides a comprehensive measure of flood-related risk by integrating these four weighted components.

5.2.1.1 Horizon Index

The planning horizons for this RVA are categorized into three temporal categories: near-term (approximately zero to 15 years), mid-term (approximately 15 to 45 years), and long-term (approximately 45 to 75 years). The Horizon Index is utilized to reflect these temporal segments, with a multiplier system that underscores the critical nature of impacts, as illustrated in Table 5-14.

Table 5-14. Horizon Index Metrics

Risk Level	Time Horizon	Flooding Exposure Year	Weight
High	Near Term	Present Day	0.40
	Near Term	2040	0.35
Moderate	Mid Term	2070	0.22

Risk Level	Time Horizon	Flooding Exposure Year	Weight
Low	Long Term	2100	0.03
		Total	**1.00**

Understanding the expected timeframe when flooding is anticipated to become problematic is pivotal for making informed decisions regarding near-term and long-term planning, adaptation measures, and risk management. This information aids in prioritizing investments in infrastructure, ensuring that resources are allocated efficiently and effectively to address the most pressing challenges.

Additionally, this temporal segmentation serves as a guide for formulating policy responses to flood hazards. By having a clear understanding of the timeline for potential impacts, policymakers can develop and implement strategies that enhance the resilience of communities and ecosystems. This approach ensures that both immediate and long-term actions are aligned with the overarching goal of sustainable water resource management and resilience adaptation.

Ultimately, this structured planning horizon allows for a proactive and strategic response to the evolving challenges, fostering a resilient and adaptive framework for future generations.

5.2.1.2 Hazard Type Index

SLC and the municipalities assets were evaluated and ranked based on their Flood Risk Index scores, employing a tiered system to identify assets facing the highest risks (Table 5-15). This index considers all aspects of flooding by assessing various flood scenarios and assigning a weight to each one.

The assessment methodology considers the frequency and severity of different flooding events. The combination of rainfall and SLR, deemed the most likely scenario to cause widespread impacts, was given the highest weight in the scoring system. This is followed by SLR alone and the combination of rainfall, SLR, and storm surge.

By using a weighted approach, the Hazard Type Index provides a nuanced understanding of the vulnerabilities faced by SLC and municipal critical assets. This enables more effective prioritization of adaptation measures, resource allocation, and long-term planning to mitigate the impacts of flooding and enhance overall resilience.

Table 5-15. Hazard Type In

Risk Level	Flooding Hazard	Weight
High	Rainfall and Sea Level Rise	0.40
	Rainfall	0.35
Moderate	Sea Level Rise	0.15
Low	Rainfall, Sea Level Rise, and Storm Surge (Compound Flooding)	0.10
	Total	**1.00**

5.2.1.3 Flood Depth Index

The Flood Depth Index provides as assessment of impacts based on depth of flooding on the County's and municipalities' critical assets (Table 5-16). This index ensures an equitable approach to flood risk assessment by prioritizing assets most at risk of flood damage.

This approach helps identify and prioritize intervention areas where significant flood depths pose a higher risk to critical assets. The Flood Depth Index creates a weighted sum that helps identify and prioritize intervention areas. This tool is particularly useful for policy makers and planners to direct resources and efforts to improve the resilience and support of communities that are most at risk.

Table 5-16. Flood Depth Index Metrics

Risk Level	Average Flooding Depth (feet)	Weight
High	>3	0.50
Moderate	2-3	0.35
Low	1-<2	0.15
	Total	**1.00**

5.2.1.4 Asset Criticality Index

The Asset Criticality Index considers the necessity and role of the different critical asset categories during and immediately after a storm event. Assets deemed vital to remain operational during crisis events were given the highest weight in the scoring system. This is followed by assets critical to immediate post-disaster recovery, and finally, those critical to short- and long-term recovery efforts (see Table 4-1 for additional detail).

1. **Primary**: Vital assets to remain operational during crisis events.
2. **Secondary**: Vital assets that are critical to immediate post-disaster recovery.
3. **Tertiary**: Critical to short- and long-term recovery efforts.

By using a weighted approach (Table 5-17), the Asset Criticality Index provides a nuanced understanding of the importance of SLC and municipal critical assets. This enables more effective prioritization of adaptation measures, resource allocation, and long-term planning to enhance overall resilience and ensure continuity during and after crisis events.

Table 5-17. Asset Criticality Index Metrics

Risk Level	Critical Asset Tier	Weight
High	Primary	0.45
Moderate	Secondary	0.40
Low	Tertiary	0.15
	Total	**1.00**

5.2.1.5 Composite Vulnerability Score

Each of the components described above assesses different aspects of risk and vulnerability and is assigned a specific weight to determine the CVS.

Horizon Index: This metric measures the potential future impact of flooding, considering the planning horizon or the timeframe within which the impacts are expected. The Horizon Index contributes to each of the three other indexes to create the overall CVS ranking. This weight reflects the importance of long-term flood risk projections in overall risk assessment but focusing on the immediacy of near-term impacts.

Hazard Type Index: This metric evaluates the current exposure to flood risks, including the frequency of asset exposure to each potential flooding event. The Hazard Type Index metric is multiplied by the Horizon Index metric, which is added to the overall CVS ranking.

Flood Depth Index: This metric assesses the impact of potential flooding events by considering the depth of flooding. The Flood Depth Index metric is multiplied by the Horizon Index metric, which is added to the overall CVS ranking.

Asset Criticality Index: This metric considers asset importance during and immediately after crisis events. Vital operational assets during crises get the highest weight, followed by those critical to immediate recovery, and finally, short- and long-term recovery. The Asset Criticality Index metric is multiplied by the Horizon Index metric and contributes to the overall CVS ranking, helping to prioritize adaptation, resource allocation, and resilience planning.

The resulting CVS score offers a holistic measure of flood-related risk by combining these weighted components. It can guide decision-making in urban planning, emergency preparedness, resource allocation, and other critical areas of public policy and infrastructure development. The CVS is an essential tool in the toolkit, allowing various risk factors to be overlaid and identify where they converge to create heightened risk profiles. It is not just a measure but a strategic guide to direct efforts effectively. By factoring in both the likelihood and potential severity of flood events, as well as the criticality of various assets, the CVS serves as a robust tool for prioritizing actions and investments to mitigate flood risks.

5.2.2 Critical Asset Prioritization

The third step within the sensitivity analysis is to apply the evaluation system described above to analyze and prioritize critical assets in the County for adaptation measures (Table 5-18). The assets prioritized were limited to those deemed to be of high and moderate priority by the Project Team (see Table 5-19). This methodology is outlined in Figure 5-22.

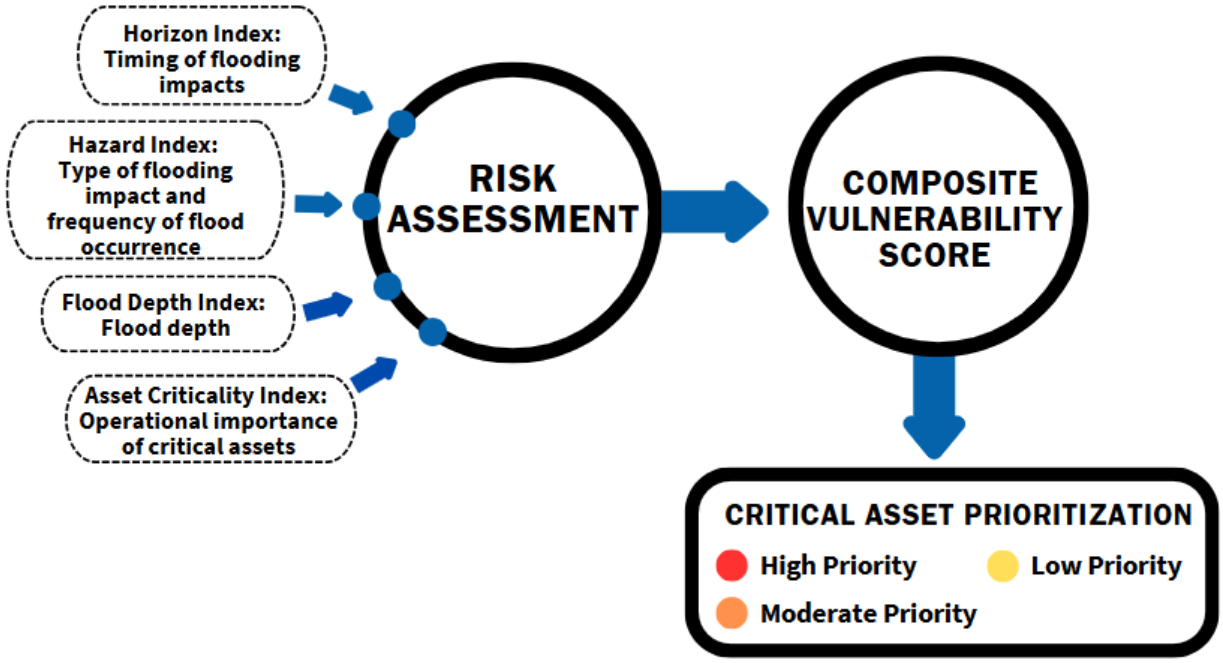


Figure 5-22. Critical Asset Prioritization Methodology

Employing the index described above, the analysis assigned a priority of 1 through 4 ranking based on the indexed score. The top 20 percent of assets are classified as High Priority Assets, the next 40 percent of assets are classified as Moderate Priority Assets, and those that fell below the top 60 percent are classified as Low Priority Assets. Critical assets that are not considered vulnerable to flooding impacts, such as underground pipes, were not ranked as part of assessment. Table 5-18 provides the index thresholds used to assign the priorities.

Table 5-18. Composite Risk Assessment Scores and Prioritization

Risk Assessment Score Threshold	Assigned Priority
Top 20% of ranking	1 (High)
20%-40% of ranking	2 (Moderate)
40%-60% of ranking	3 (Low)
< 40% of ranking	4 (Minimal Impact)

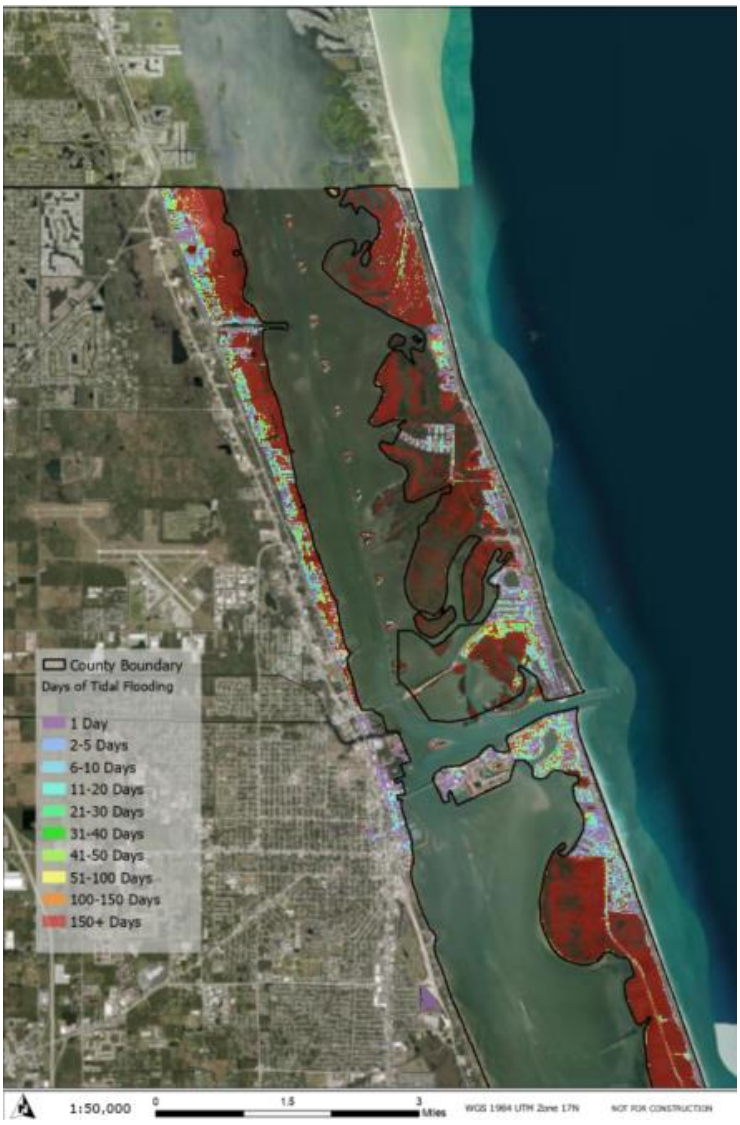
Table 5-19. Sensitivity Analysis Scoring Methodology

Risk Assessment				Composite Vulnerability Score	Critical Asset Prioritization
Horizon Index	Asset Criticality Index	Flood Depth Index	Hazard Type Index		
High Risk – Near Term (Present day and 2040 Exposure)	**High Risk** – Primary and Secondary level critical assets	**High Risk** – Average flood depth >3 feet	**High Risk** – Rainfall and SLR Combo; and Rainfall only	**High** – Top 20% of highest risk assessment values	**High** – Priority 1
High to Moderate Risk – Mid Term (2070 Exposure)	**High to Moderate Risk** – Primary and Secondary level critical assets	**High to Moderate Risk –** Average flood depth 2-3 feet	**High to Moderate Risk –** Rainfall and SLR Combo, rainfall only, and SLR only	**Moderate** – falls between 20% to 40% of risk assessment values	**Moderate –** Priority 2
Moderate Risk – Mid Term (2070 Exposure)	**Moderate Risk** – Secondary and Tertiary level critical assets	**Moderate Risk** – Average flood depth 2-3 feet	**Moderate Risk** – SLR only	**Low** –falls between 40% to less than 60% of risk assessment values	**Low** – Priority 3
Low Risk – Long Term (2100 Exposure)	**Low Risk –**Tertiary level critical assets	**Low Risk** – Average flood depth 1-<2 feet	**Low Risk –** Compound flooding	**Minimal Impact** – ranked in bottom 39.99% of risk assessment values	**Minimal Impact** – Priority 4

The Sensitivity Analysis Scoring approach is based on a methodology developed by Clearview Geographic LLC (CVG 2024) and Erin L. Deady PA.

6.0 SUMMARY AND ANALYSIS OF RESULTS

Adhering to the FDEP Vulnerability Assessment Checklist, this evaluation incorporates tailored data pertaining to the County and its critical assets. The focus of this Resilient Florida RVA analysis is to identify flood-prone areas that contain a concentration of critical or regionally significant assets, focusing on the impacts of flooding scenarios outlined in Section 380.093, F.S. [2023]. This report analyzes the days of tidal flooding, sea level rise, precipitation, and storm surge as causes of flooding impacts. In the year 2070 using the NOAA Intermediate High projection, SLR drives the majority of flood impacts, with much of the intracoastal barrier island and northern intracoastal shoreline of the county expected to experience over 150 days per year of tidal flooding (Figure 6-1). In contrast, the western portion of the County experiences rainfall-induced flooding that is concentrated in low-lying areas as shown in Figure 6-2.



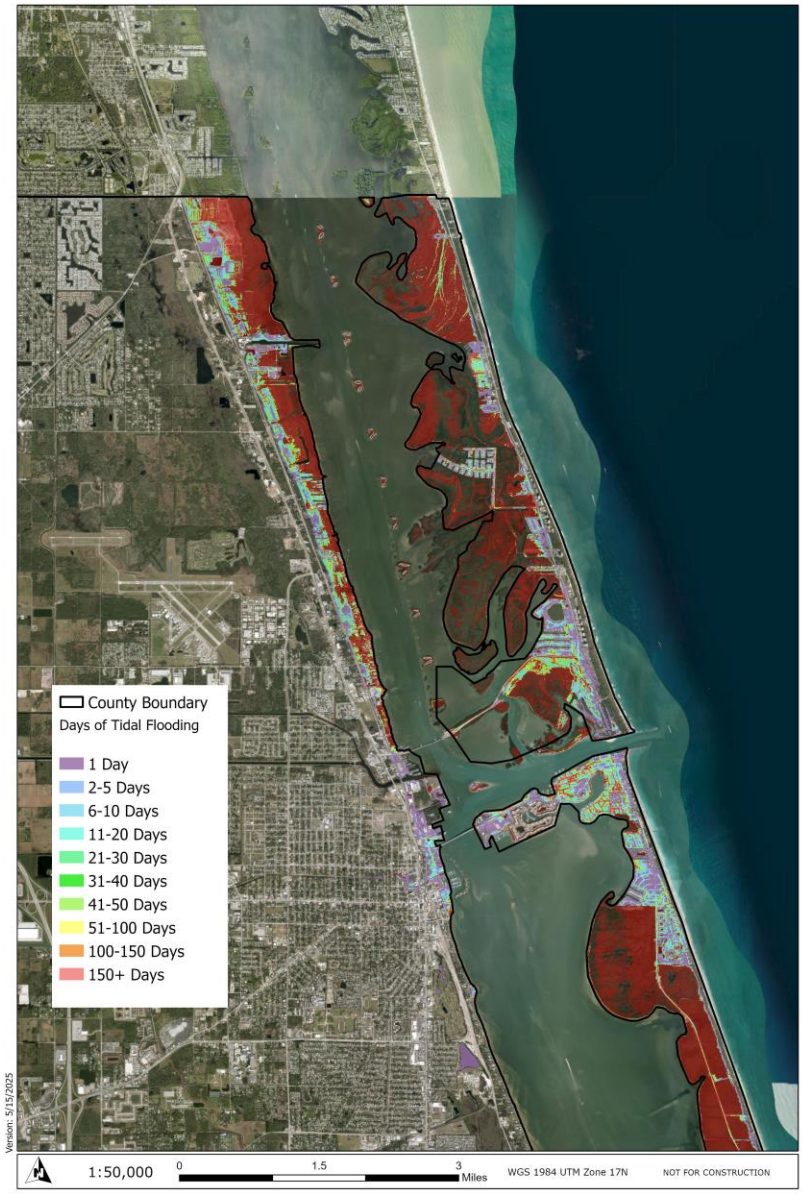


Figure 6-1. Days of Tidal Flooding 2070 NOAA Intermediate High Sea Level Rise

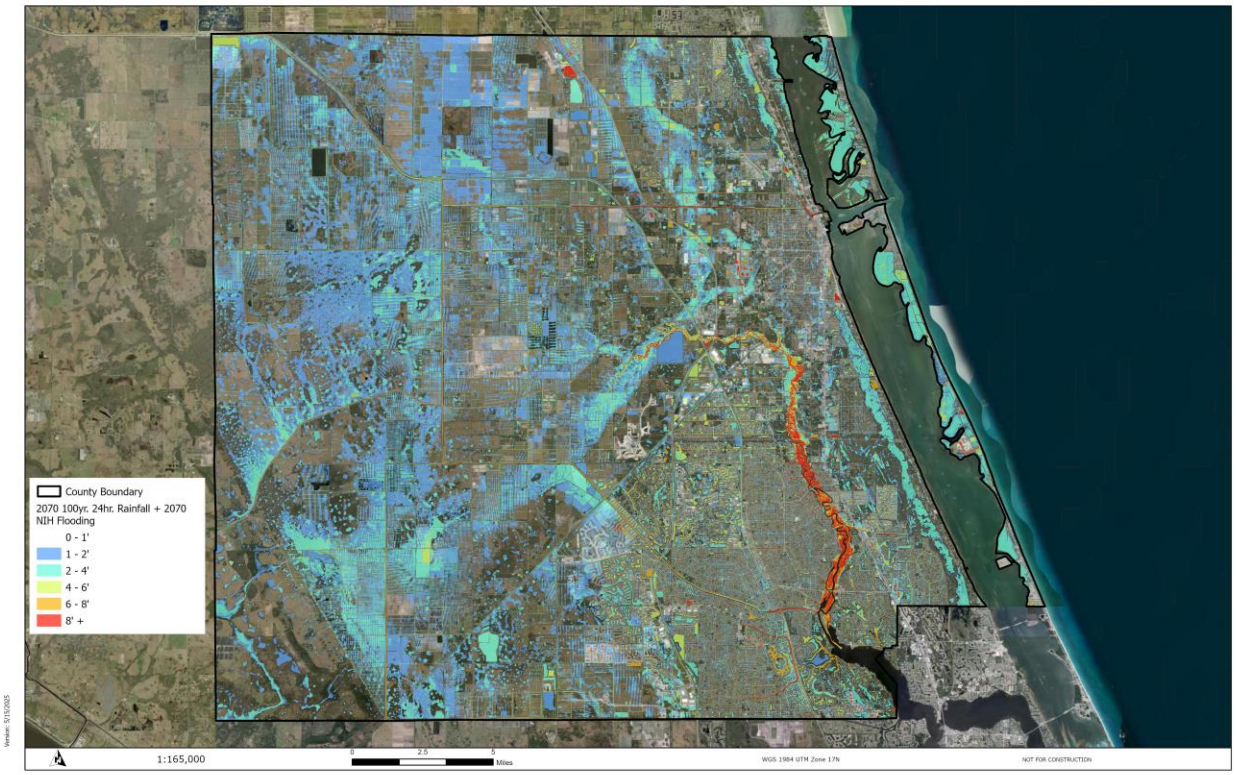


Figure 6-2. 2070 100-Year 24-Hr. Rainfall Flooding + 2070 NOAA Intermediate High Sea Level Rise

Storm surge presents a serious threat to the coastal and intracoastal parts of the County, even under the present day conditions (Figure 6-3). The northern coastal and intracoastal portion of the County above the Fort Pierce inlet will experience 4 to 6 feet of storm surge flooding from a Category 3 storm as early as 2040. The same areas south of the inlet have mixed results with the shoreline on the west side of the Intracoastal sitting at a higher elevation being more resistant to flooding while the lower barrier island experiences most of the inundation. By 2070, inundation from the same category storm rises to 6 to 8 feet or more in the northern intracoastal regions, with the southern coastal areas experiencing a rise of 4 to 8 feet.

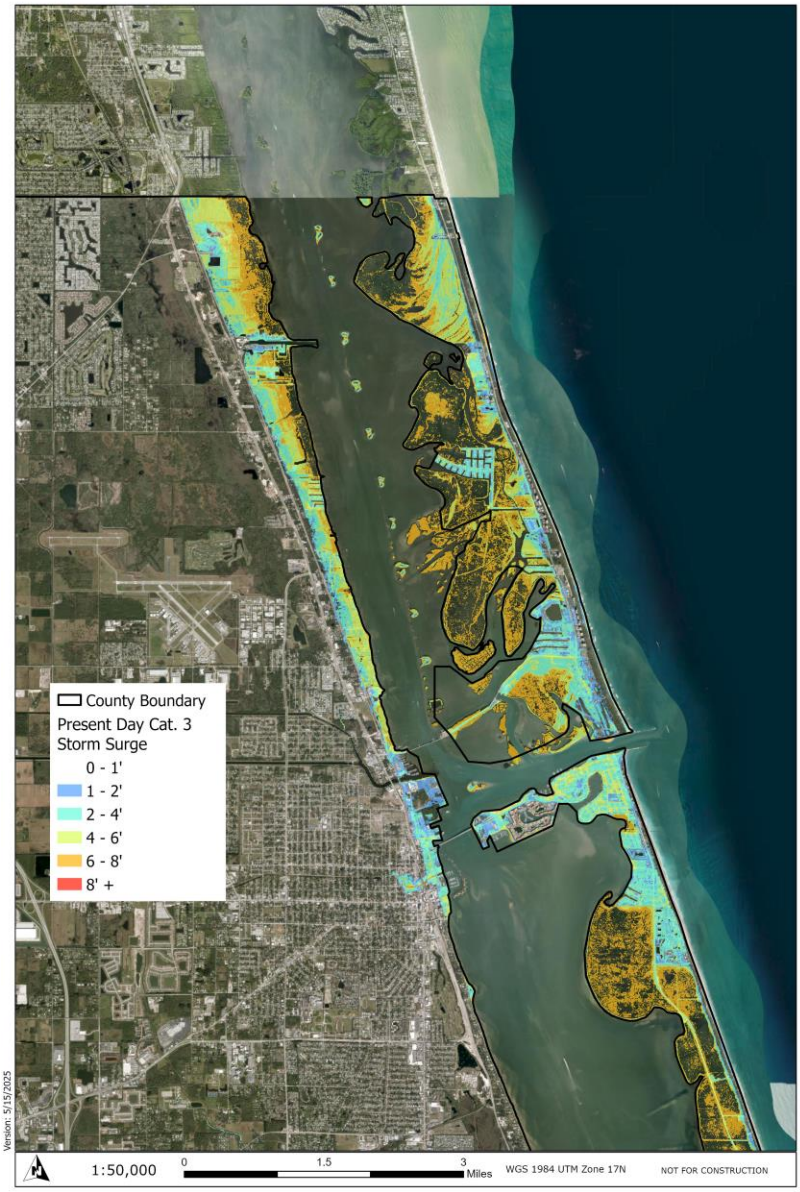


Figure 6-3. Present Day Category 3 Storm Surge

Rainfall presents a widespread but much milder impact than high tide and storm surge flooding, even when layered on top of SLR. Pockets of rain collect in lower lying areas and near water or wetlands across the County, as seen in Figure 6-4.

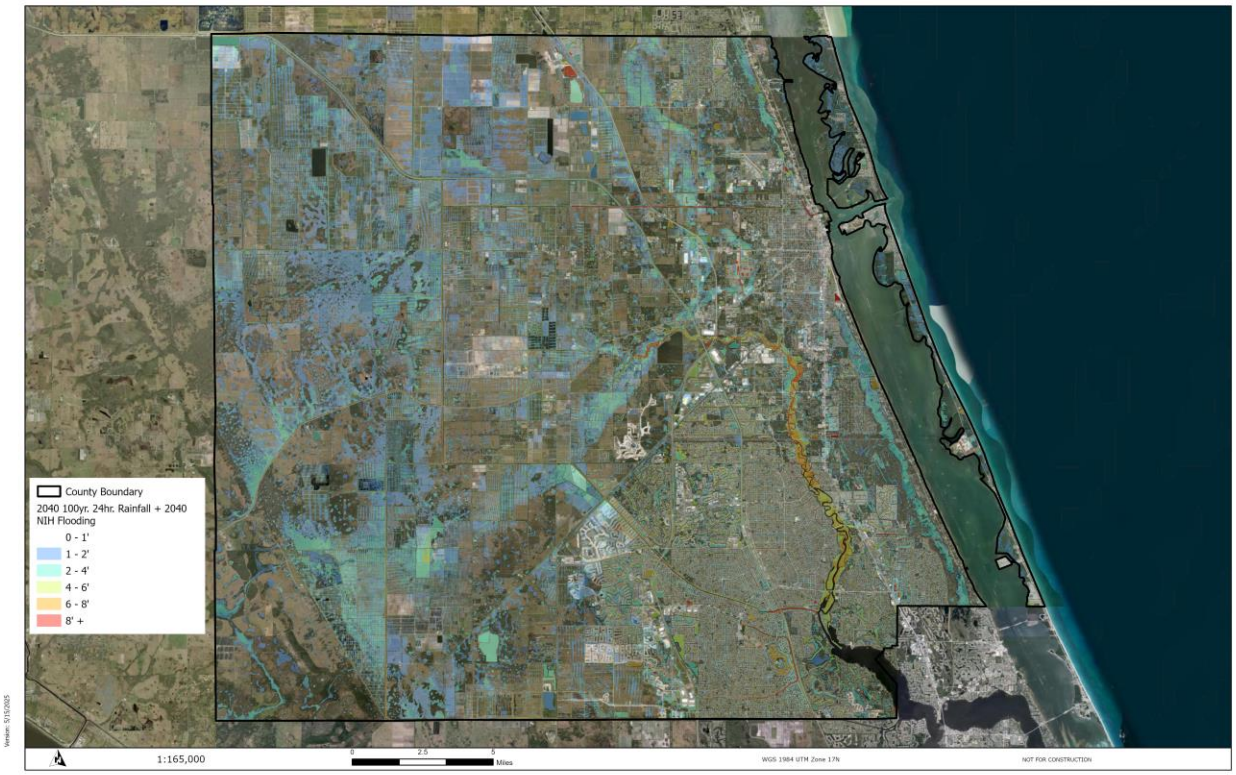


Figure 6-4. 100-Year 24-Hour Rainfall + 2040 NOAA Intermediate High Sea Level Rise

The conditions do not always occur in isolation. Flooding is expected to worsen as two or more of these conditions coincide as might be expected during a hurricane but could also happen during high tide flooding any time of the year.

Within the analysis, 3,137 assets owned or maintained by the County and municipalities were classified as critical assets. These at-risk critical assets were prioritized for adaptation considerations throughout the County. The asset types include emergency facilities, healthcare facilities, community support buildings, water infrastructure, schools, historic structures, and similar resources. Table 6-1 displays the number of prioritized critical assets within each critical asset tier.

Table 6-1. Number of Critical Assets per Prioritization Level and Asset Tier

Critical Asset Priority Level	Primary	Secondary	Tertiary
Priority 1 (High)	316	255	67
Priority 2 (Moderate)	310	366	13
Priority 3 (Low)	201	177	174
Priority 4 (Minimally Impacted)	663	373	50

6.1 Flooding Implications

Absent any adaptation measures, SLC and the municipalities will experience the impact of SLR as its coastline recedes over time. Water levels in canals will rise, overflowing banks and threatening the

integrity of seawalls. Saltwater intrusion will compromise the integrity of roads and underground utilities and turn freshwater ponds brackish. Twice a day, as the high tide returns, these impacts will be amplified with flooding encompassing an increasing percentage of the land. Even if storm surge heights do not increase, they will ride in on higher water levels and reach further and further inland. The analyses performed for this RVA update provides SLC and the municipalities with information about potential future challenges to aid in development of adaptations to reduce risks to residents, businesses and the environment.

SLR and HTF are both related to flooding and its impact on coastal and low-lying areas. They are interrelated and build on each other:

- **Sea Level Rise** is a gradual increase in the average level of oceans water. It can intensify coastal erosion; increase the risk of coastal flooding; result in saltwater intrusion; and lead to the loss of habitat for plants, animals, and even humans.
- **High Tide Flooding**, sometimes referred to as "nuisance flooding" or "sunny day flooding," occurs when, absent storms or rainfall, tides reach 2 feet above the current MHHW (a FDEP threshold) and may begin to flood onto streets or other areas that are historically dry. While often associated with natural high-tide events, HTF is becoming more frequent with SLR and provides a glimpse into the future when these water levels will be increasingly common, disrupting daily life by flooding roads, overwhelming drainage systems, and damaging property.

Table 6-2 focuses on two key elements of tidal flooding analysis (flood indicators): 1) SLR/HTF, which is an inundation scenario capturing the extent of levels tied to the average of the highest of the high tides (MHHW), and 2) Days of Tidal Flooding, which incorporates a duration component. Land inundation represents the physical area (in acres) that will be submerged by each type of flood impact. Viewing the two indicators together, Table 6-2 provides a snapshot of the tide range that will impact the landscape of SLC and the municipalities under the 2040, 2070, and 2100 planning horizons.

Table 6-2. Future Land Inundation from Flood Indicators

Projection (Year)	NIL SLR + HTF (acres / percentage)	NIH SLR + HTF (acres / percentage)
2040	5568.63 / 1.51%	8261.30 / 2.24%
2070	7690.55 / 2.09%	11280.84 / 3.06%
2100	9206.17 / 2.50%	14996.21 / 4.07%

6.2 Critical Assets Prioritized by Asset Class

By identifying various at-risk critical assets, each with unique inherent risks, appropriate adaptation strategies can be developed for assets in five critical domains as defined by statute: 1) transportation infrastructure; 2) critical infrastructure; 3) critical community and emergency facilities; 4) the preservation of natural, cultural, and historic resources; and 5) regionally significant assets.

Numerous adaptation strategies can be evaluated for the prioritized critical assets including, but not limited to, the following:

- Physical modification

- Green and Nature Based Solutions
- Planning, Management, and Policy
- Community Education, Programs, and Readiness

6.2.1 Transportation Assets and Evacuation Routes

The transportation systems in SLC and the municipalities serve many purposes: connecting neighborhoods and business centers, serving as evacuation routes, moving economically important goods and services, providing main routes to hospitals, and allowing efficient movement for emergency vehicles. Included in this category are airports, bridges, evacuation routes, and similar transportation infrastructure. The critical transportation assets that are affected by most flood scenarios evaluated in the exposure analysis, including SLR, HTF, storm surge, and compound flooding. Table 6-3 showcases an example of the range of noteworthy transportation assets in this category.

Table 6-3. Example of Assets within the Transportation Asset Class

Asset Type	Asset Name	Address
Aviation Facility	Treasure Coast International Airport	3000 Curtis King Blvd, Fort Pierce, FL 34946
Boat Ramps	Boat Ramp	Multiple
Evacuation Route	Delaware/Okeechobee Road – State Road 70	-
Evacuation Route	State Road 68	-
Evacuation Route	State Road 60	-
Evacuation Route	US Highway 1	-
Evacuation Route	A1A	-
Evacuation Route	Dixie Highway	-
Port	Port of Fort Pierce	1000 Harbor St, Fort Pierce, FL 34950

6.2.2 Critical Infrastructure

This category includes public assets, networks, and essential systems that were identified within the RVA. These are assets that are critical to maintain County and municipal functionality. Included in this category are lift stations, water and wastewater treatment facilities, pump stations, electric production and supply facilities, microwave service towers, cellular towers, and similar assets. The critical infrastructure assets are affected by most flood scenarios evaluated in the exposure analysis including SLR, HTF, storm surge, and compound flooding, while rainfall had a minimal effect. Table 6-4 showcases an example of the range of noteworthy infrastructure assets in this category.

Table 6-4. Example of Assets within the Critical Infrastructure Category

Asset Type	Asset Name	Address
Water Treatment Plant	Fort Pierce Water Treatment Facility	715 S 25th St, Fort Pierce, FL 34947
Wastewater Treatment Plant	Fort Pierce Wastewater Treatment Facility	403 Seaway Dr, Fort Pierce, FL 34949
Water Infrastructure	Pump Stations, Water Control Valves, Catch Basins, Outfalls, Drainage Wells, Injection Wells	Multiple

Asset Type	Asset Name	Address
Communication	Microwave Service Towers, Transmission Towers, and Cellular Towers	Multiple
Water, Wastewater, Stormwater Management	St Lucie West Services District	450 SW Utility Dr, Port St Lucie, FL 34986
Power/Water/Wastewater	FPUA Administration Building	206 S 6th St, Fort Pierce, FL 34950

6.2.3 Critical Community and Emergency Facilities

This category includes educational and community centers, emergency operation centers, relief centers, fire stations, hospitals, law enforcement facilities, local government facilities, affordable public housing, and similar facilities. In all cases, the loss of service from these assets would be catastrophic to the community, and all such facilities were identified and prioritized. Assets in this category most frequently experience flooding impacts from extreme rain events; however, storm surge was also shown to impact some assets. Table 6-5 showcases an example of the range of noteworthy critical community and emergency assets in SLC and Municipalities.

Table 6-5. Example of Assets within the St. Lucie County Critical Community and Emergency Facilities Asset Class

Asset Type	Asset Name	Address
Local Law Enforcement	Fort Pierce Police Department	920 S US Highway 1, Fort Pierce, FL 34950
Local Law Enforcement	Port St Lucie Police Department	121 SW Port St Lucie Blvd S, Port St Lucie, FL 34984
Local Law Enforcement	St. Lucie County Sheriff Office	4700 Midway Rd, Fort Pierce, FL 34981
College	Indian River State College Massey Campus	3209 Virginia Avenue, Fort Pierce, FL 34950
Hospital	Lawnwood Medical Center	1700 S 23rd St, Fort Pierce, FL 34950
Hospital	HCA Florida St Lucie Hospital	1800 Tiffany Ave, Port St Lucie, FL 34952
Hospital	Cleveland Clinic Tradition Hospital	10000 SW Innovation Way, Port St Lucie, FL 34987
Community Center	Riverwalk Center	600 Indian River Drive, Fort Pierce, FL 34950
Community Center	Port St Lucie Community Center	2195 Airoso Blvd, Port St Lucie, FL 34984
Government Facility	St. Lucie County Administration Building	2300 Virginia Ave, Fort Pierce, FL 34982
Government Facility	City of Fort Pierce Administration Building	100 N US Hwy 1, Fort Pierce, FL 34950
Government Facility	City of Port St Lucie Administration Building	121 SW Port St Lucie Blvd, Port St Lucie, FL 34984
Government Facility	Town of St Lucie Village Town Hall	2841 N. Old Dixie Hwy, Fort Pierce, FL 34946
Government Facility	St. Lucie County Emergency Operations Center	15305 W. Midway Rd, Fort Pierce, FL 34945
Government Facility	St. Lucie County School Board	9461 Brandywine Ln, Port St Lucie, FL 34986

6.2.4 Natural, Cultural, and Historic Resources

This category includes assets such as conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets. These resources enhance the quality of life and provide a sense of place for those who call St. Lucie County home. SLC and Municipalities' natural resources play a vital role in its identity, characterized by its diverse ecosystems and landscapes. These resources reflect the County's natural heritage, contributing to the County's aesthetic appeal and serving vital ecological functions. They provide habitat for wildlife species, from nesting sea turtles to migratory birds. Additionally, these ecosystems can act as natural buffers, offering mitigation against flood hazards

such as flooding. Moreover, natural areas the County offer abundant recreational opportunities for residents and visitors alike. As stewards of these invaluable resources, SLC and the municipalities are committed to preserving and protecting this natural heritage for future generations to enjoy.

6.2.4.1 6.2.4.1 Natural Resources

The natural resources of SLC and the municipalities contribute to community aesthetics, serve vital ecological functions, and support abundant commercial and recreational activities. They provide habitat for wildlife species from nesting sea turtles, manatees, alligators, gopher tortoises, and eastern indigo snakes to bats, wading birds, and migratory birds. Additionally, the inland and coastal ecosystems act as natural buffers, offer stormwater protection during extreme rain events, helping mitigate hazards. The County and municipalities are committed to preserving, protecting, and restoring these natural areas and systems for the benefit of current and future generations.

Categories of natural resources throughout the County include:

- Conservation lands, preserves, and greenways
- Local parks, recreation areas, and community green spaces:
- Waterways, creeks and canals
- Wetlands
- Ranch lands and Cypress hammocks
- Beaches
- Marine habitat (lagoons, mangroves, tidal flats, and marshes)
- Coastal surface waters
- Nearshore benthic habitat (seagrass beds and hardbottom habitat)

Figure 6-5 provides a more detailed view of these various land cover types throughout SLC and Table 6-6 summarizes the acreage of the most notable land cover areas. Of the nearly 400,000 acres of land cover (including state-owned intercoastal waters), over 20 percent, or approximately 90,000 acres, are built-up urban, utilities, or transportation areas (i.e., Class 1000 and 8000). By comparison, nearly 7 percent of land is deemed conservation area, as shown in Table 6-7, which summarizes conservation lands throughout the County by lead management agency. These conservation areas provide essential ecosystem services including natural processes for managing nutrient flows and buffering against flooding and storm surge inundation.

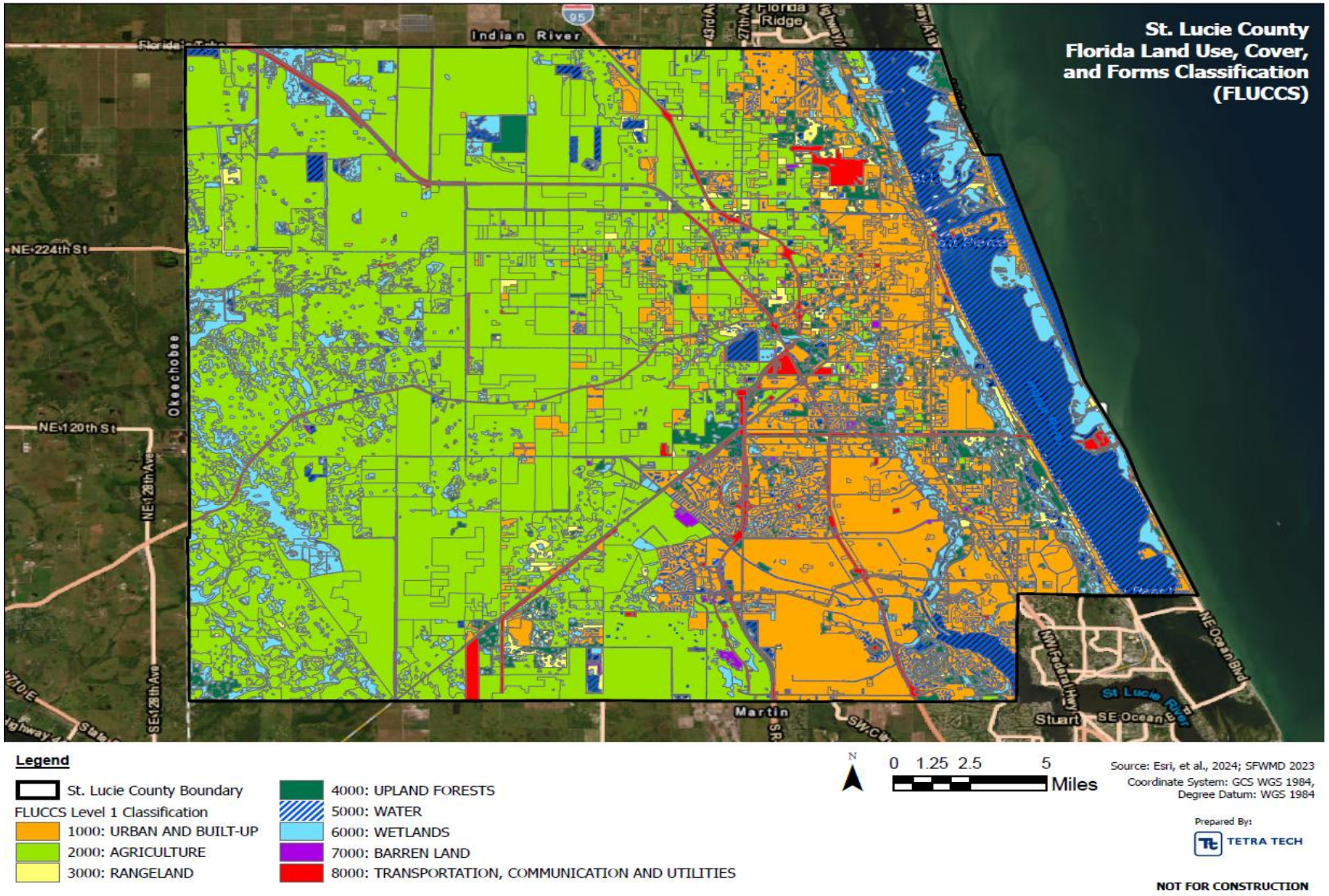


Figure 6-5. Figure 65: Map of Natural Resources (Florida Land Use, Cover, and Forms Classification)

Table 6-6. Land Use Land Cover Summary within St. Lucie County

Class	Class Description / Category	Acres
1000	Urban And Built-Up	79,440
2000	Agriculture	205,404
3000	Rangeland	7,405
4000	Upland Forests	16,198
5000	Water	36,977
6000	Wetlands	35,097
7000	Barren Land	2,638
8000	Transportation, Communication, and Utilities	10,479
	Total	**393,637**

Level 3 FLUCCS categories larger than 5,000 acres are itemized and rounded.

Table 6-7. Acres of Conservation Lands in St. Lucie County

Lead Managing Agency	Acres
Local	11,050.17
State	17,815.53
Federal	79.45
Private	23.7
Total SLC and Municipal Conservation Lands	28,968.85
Total SLC Area	440,320
Percent of IRC Area that is Conservation Lands	6.58%

Data as of January 2024
Source: Florida Natural Areas Inventory 2024

The habitats within SLC and the municipalities support biological diversity, including many federally threatened and endangered species. Table 6-8 lists the 26 threatened and endangered species believed or known to occur in the County.

Table 6-8. Federal Listed Threatened and Endangered Species for St. Lucie County

Common Name	Scientific Name	Status
American crocodile	*Crocodylus acutus*	Threatened
Audubon's crested caracara	*Polyborus plancus audubonii*	Threatened
Carter's mustard	*Warea carteri*	Endangered
Crested caracara	*Caracara plancus audubonii*	Threatened
Eastern Black rail	*Laterallus jamaicensis* ssp. *jamaicensis*	Threatened
Eastern diamondback rattlesnake	*Crotalus adamanteus*	Under Review
Eastern indigo snake	*Drymarchon couperi*	Threatened
Everglade snail kite	*Rostrhamus sociabilis plumbeus*	Endangered
Florida panther	*Puma (=Felis) concolor coryi*	Endangered
Florida scrub-jay	*Aphelocoma coerulescens*	Threatened
Fragrant prickly-apple	*Cereus eriophorus var. fragrans*	Endangered

Common Name	Scientific Name	Status
Green sea turtle	*Chelonia mydas*	Threatened
Gulf sturgeon	*Acipenser oxyrinchus (=oxyrhynchus) desotoi*	Threatened
Hawksbill sea turtle	*Eretmochelys imbricata*	Endangered
Lakela's mint	*Dicerandra immaculata*	Endangered
Leatherback sea turtle	*Dermochelys coriacea*	Endangered
Loggerhead sea turtle	*Caretta caretta*	Threatened
Monarch butterfly	*Danaus plexippus*	Proposed Threatened
Piping plover	*Charadrius melodus*	Threatened
Puma (=mountain lion)	*Puma (=Felis) concolor* (all subsp. except *coryi*)	Similarity of Appearance (Threatened)
Red-cockaded woodpecker	*Leuconotopicus borealis*	Threatened
Rufa red knot	*Calidris canutus rufa*	Threatened
Southeastern beach mouse	*Peromyscus polionotus niveiventris*	Threatened
Tiny polygala	*Polygala smallii*	Endangered
Tricolored bat	*Perimyotis subflavus*	Proposed Endangered
West Indian manatee	*Trichechus manatus*	Threatened
Wood stork	*Mycteria americana*	Threatened

Source: USFWS 2025

Nearly 30,000 acres of land within the County are designated as conservation lands, accounting for 6.6 percent of the overall County landscape (Table 6-6). These conservation lands protect diverse habitats including prairie, hammock, pine flatwoods, tributaries, rivers, estuaries, wetlands, savannas, and scrub habitat.

In 1994, SLC, PSL, FP and SLV worked together on a ballot initiative to protect Environmentally Significant Lands (ESL) throughout the County. SLC citizens overwhelmingly passed this $20 million bond referendum, resulting in the acquisition of dozens of preserves, totaling more than 11,000 acres (Table 6-9). In addition to preserves, other conservation lands include parks, green spaces, beaches, and beach access areas (Table 6-10 and Figure 6-6).

In addition, the City of Port St. Lucie has acquired nearly 200 acres of conservation land and is actively implementing each site's management plan to ultimately provide public access. PSL conservation lands include: Del Rio North (18.98 acres), Del Rio South (16.13 acres), Commerce Centre North (94.5 acres), Commerce Centre South (22.87 acres), Torino Park (10.5 acres), Peacock Parcel (2.17 acres), Westmoreland (12.87 acres), and Mariposa (19.75 acres).

Table 6-9. St. Lucie County Environmentally Significant Lands (ESL)

Asset Name	Maintenance Agency	Acreage	Address (if applicable)
Ancient Oaks Preserve/ Weldon B. Lewis Park	St. Lucie County	38	4650 Oleander Ave, Fort Pierce, FL 34982
Bluefield Ranch Preserve	St. Lucie County	3,285	30501 Bluefield Rd, Port St Lucie, FL 34987
Captain Hammond's Hammock Preserve	St. Lucie County	18	N/A
Citrus Hammock Preserve	St. Lucie County	64	6511 Citrus Ave, Fort Pierce, FL 34982

Asset Name	Maintenance Agency	Acreage	Address (if applicable)
D.J. Wilcox Preserve	St. Lucie County	50	300 Michigan St, Fort Pierce, FL 34946
Indrio Savannahs Preserve	St. Lucie County	297	5275 Tozour Rd, Fort Pierce, FL 34951
Indrio Scrub Preserve	St. Lucie County	13	5187 Old Dixie Hwy, Fort Pierce, FL 34946
John Brooks Park	St. Lucie County	226	3300 South Ocean Dr, Fort Pierce, FL 34949
Lake Indrio Preserve	St. Lucie County	250	5501 N US Hwy 1., Fort Pierce, FL 34946
George LeStrange Preserve	St. Lucie County	94	4911 Ralls Rd, Fort Pierce, FL 34981
Gordy Road Preserve	St. Lucie County	44	3650 Gordy Rd, Fort Pierce, FL 34945
Ocean Bay Preserve	St. Lucie County	53	6851 South Ocean Dr, Jensen Beach, FL 34957
Oxbow Eco-Center & Preserve	St. Lucie County	225	5400 NE St James Dr Port St Lucie, FL 34983
Petravice Family Preserve	St. Lucie County	35	5445 Palmetto Ave, Fort Pierce, FL 34982
Pinelands Preserve	St. Lucie County	750	7601 VPI Grove Rd, Port St Lucie, FL 3498 7
Richard E. Becker Preserve	St. Lucie County	13	3398 Selvitz Rd, Fort Pierce, FL 34981
Sheraton Scrub Preserve	St. Lucie County	56	2222 North 41st St, Fort Pierce, FL 34946.
Spruce Bluff Preserve	St. Lucie County	97	611 SE Dar Ln, Port St Lucie, FL 34984
Donald B. Moore Preserve	St. Lucie County	78	305 Torpey Rd, Fort Pierce, FL 34946
Steven J. Fousek Preserve	St. Lucie County	494	Includes Hackberry Hammock, Paleo Hammock, and Teague Hammock
Sweetwater Hammock Preserve	St. Lucie County	64	4100 South 25th St, Fort Pierce, FL 34981
Ten Mile Creek Preserve	St. Lucie County	8	3401 Gordy Rd, Fort Pierce, FL 34945
Walton Scrub	St. Lucie County	33	10809 South Indian River Dr, Fort Pierce, FL 34981

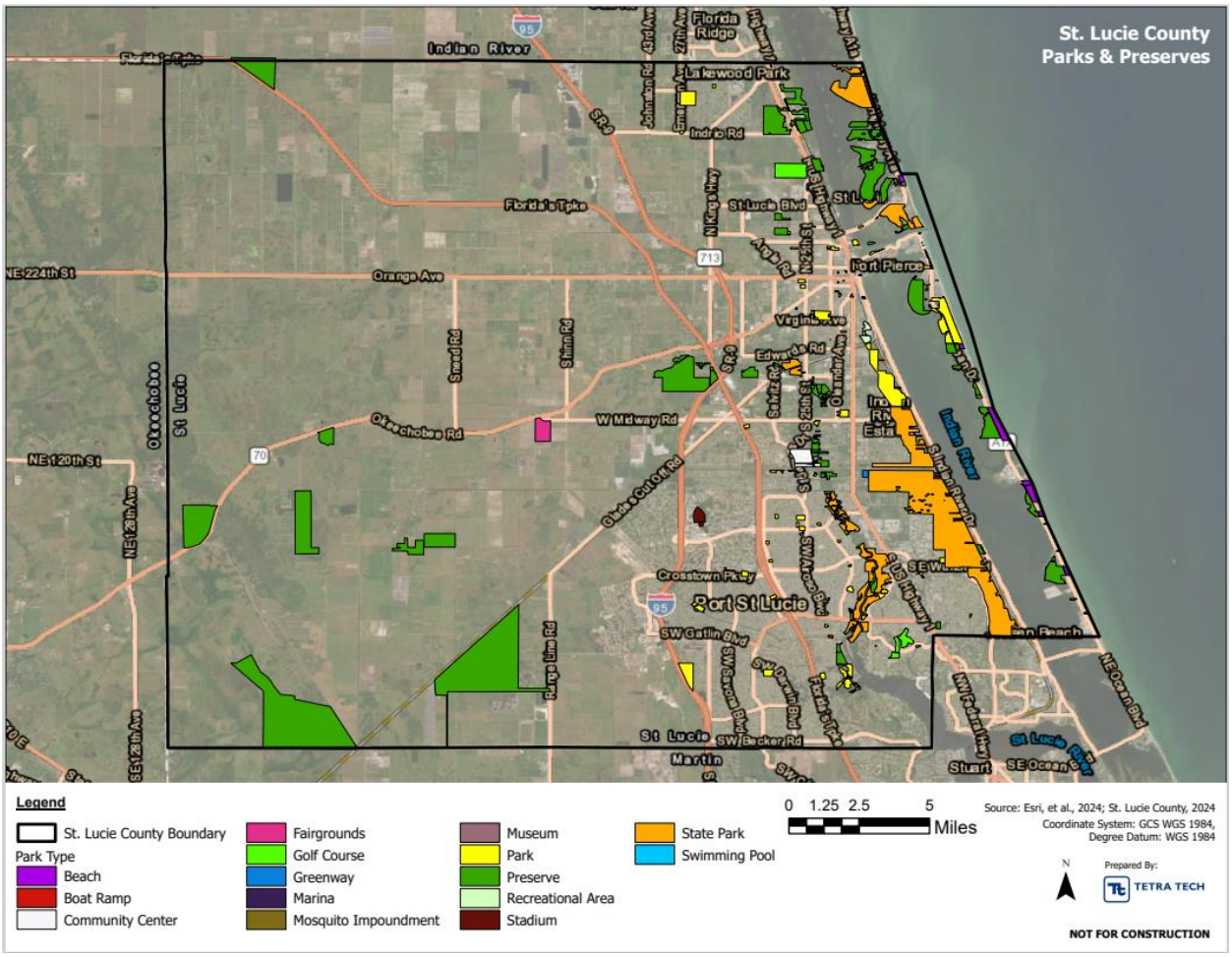


Figure 6-6. Map of Parks, Preserves, Open Spaces, Community Centers, and Museums within St. Lucie County

Table 6-10. Parks and Green Spaces, and Beaches and Beach Access Areas within St. Lucie County

Asset Name	Municipality	Address
Parks and Green Spaces		
Apache Park	City of Port St Lucie	1449 SW Apache Ave, Port St Lucie, 34953
Botanical Gardens	City of Port St Lucie	2410 S.E. Westmoreland Blvd, Port St Lucie, 34952
C-24 Canal Park	City of Port St Lucie	500 SE Oakridge Drive, Port St Lucie, FL 34984
Charles E. Ray Park	City of Port St Lucie	5626 NW Manville Dr, Port St Lucie, 34983
Clover Park	St. Lucie County	31 Piazza Dr, Port St Lucie, FL 34986
Coconut Crossing Park	City of Fort Pierce	Surfside Dr and Coconut Dr, Fort Pierce, FL 34947
Doat Street Park	City of Port St Lucie	425 S.E. Doat St, Port St Lucie, 34983
Elks Lodge #2658 Friendship Park	City of Port St Lucie	2264 S.E. West Blackwell Dr, Port St Lucie, 34952
Elks Park	St. Lucie County	2501 Delaware Ave, Fort Pierce, FL 34947
Fairwinds Golf Course	St. Lucie County	4400 Fairwinds Dr, Fort Pierce, FL 34946
Fenn Park	City of Fort Pierce	N. 23rd St and Ave K, Fort Pierce, FL 34947
Fred Cook Park	City of Port St Lucie	400 S.E. Glenwood Ave, Port St Lucie, 34984
Gazebo Park	City of Fort Pierce	N. Indian River Dr and Ave A Fort Pierce, FL 34947

Asset Name	Municipality	Address
Girl Scout Friendship Park	City of Port St Lucie	315 N.W. Heather St, Port St Lucie, 34983
Glidden Park (Garden Center)	City of Fort Pierce	S. 10th St and Georgia Ave, Fort Pierce, FL 34947
Goodwin Park	City of Fort Pierce	Florida Ave and S. 10th St, Fort Pierce, FL 34947
Gordy Road Recreation Area	St. Lucie County	3650 Gordy Rd, Fort Pierce, FL 34945
Gulf Stream Park	City of Port St Lucie	210 N.E. Ardsley Dr, Port St Lucie, 34983
Harborview Park	City of Port St Lucie	624 S.E. Harborview Dr, Port St Lucie, 34983
Heathcote Botanical Garden	City of Fort Pierce	210 Savannah Rd, Fort Pierce, FL 34947
Horatio Grisby Park	St. Lucie County	1506 Ave M, Fort Pierce, FL 34950
Ian T. Zook Park	City of Port St Lucie	4648 NW Manville Dr, Port St Lucie, 34983
Ilous Ellis Park	City of Fort Pierce	1311 Ave M, Fort Pierce, FL 14950
Jaycee Park	City of Port St Lucie	1301 S.W. Bayshore Blvd, Port St Lucie, 34983
Jaycee Park	City of Fort Pierce	S. Ocean Dr and Melaleuca Dr Fort Pierce, FL 34947
Jessica Clinton Park	City of Port St Lucie	3200 S.E. Southbend Blvd, Port St Lucie, 34984
John B. Park Sports Complex	St. Lucie County	1302 Virginia Ave, Fort Pierce, FL 34982
Kimberly Bergalis Memorial Park	City of Fort Pierce	S. Ocean Dr and Melaleuca Dr Fort Pierce, FL 34947
Kiwanis Park	City of Port St Lucie	1320 S.E. Floresta Dr, Port St Lucie 34983
Lakewood Park Neighborhood Park	St. Lucie County	6102 Kings Hwy, Fort Pierce, FL 34951
Lakewood Park Regional Park	St. Lucie County	5990 Emerson Ave, Fort Pierce, FL 34951
Lakewood Tennis Center	St. Lucie County	1302 Virginia Ave, Fort Pierce, FL 34982
Lincoln Park Recreation Area	St. Lucie County	1306 Ave M, Fort Pierce, FL 34950
Loyalty Park	City of Port St Lucie	2805 S.E. Morningside Blvd, Port St Lucie, 34952
Lyngate Park and Dog Park	City of Port St Lucie	1301 S.E. Lyngate Dr, Port St Lucie, 34952
Maravilla Park / Dog Park	City of Fort Pierce	Oleander Ave and Maple Ave, Fort Pierce, FL 34947
Marina Square	City of Fort Pierce	Melody Ln, Fort Pierce, FL 34947
Mariposa Preserve	City of Port St Lucie	2280 SE Mariposa Ave, Port St Lucie, FL 34952
Mary Ann Cernuto Park Plaza	City of Port St Lucie	2060 S.E. Grand Dr, Port St Lucie, 34952
McCarty Ranch Preserve	City of Port St Lucie	12525 Range Line Road, Port St Lucie, FL 34987
McChesney Park & Dog Park	City of Port St Lucie	1585 S.W. Cashmere Blvd, Port St Lucie, 34986
Midport Lake Park	City of Port St Lucie	2010 S.E. Veterans Memorial Pkwy, Port St Lucie, 34952
MLK Jr. Dreamland Park	City of Fort Pierce	S. 25th St and Atlantic Ave, Fort Pierce, FL 34947
Moore's Creek Linear Park / N. 10th St Park	City of Fort Pierce	N. 10th St and Ave C, Fort Pierce, FL 34947
O.L. Peacock Sr. Park & Lake	City of Port St Lucie	1950 S.W. Dreyfuss Blvd, Port St Lucie, 34953
Oak Hammock Park	City of Port St Lucie	1982 S.W. Villanova Rd, Port St Lucie, 34953
Old Fort Park	City of Fort Pierce	800 S. Indian River Dr Fort Pierce, FL 34947
Paradise Park	St. Lucie County	2020 Juanita Ave, Fort Pierce, FL 34946
Pinewood Park	City of Fort Pierce	S. U.S. Hwy 1 and Sunrise Blvd, Fort Pierce, FL 34947
Pioneer Park	City of Port St Lucie	2454 SE Westmoreland Blvd, Port St Lucie, 34952
Pioneer Park	City of Fort Pierce	N. 29th St and Ave M, Fort Pierce, FL 34947
Ravenswood Pool	St. Lucie County	400 Ravenswood Ln, Fort Pierce, FL 34983
Ravenswood Racquetball Courts	City of Port St Lucie	400 SW Ravenswood Ln, Port St Lucie, 34983
River Park	St Lucie Village	2000 River Park Dr, Fort Pierce, FL 34982
River Place Park	City of Port St Lucie	690 N.W. Bayou Country Ln, Port St Lucie, 34953

Asset Name	Municipality	Address
Riverland Paseo Park	City of Port St Lucie	12151 SW Community Blvd, Port St Lucie, 34987
Rotary Park	City of Port St Lucie	2101 S.E. Tiffany Ave, Port St Lucie, 34952
Rotary Park	City of Fort Pierce	S. 23rd St and Virginia Ave, Fort Pierce, FL 34947
Roy and Janice McGriff Park	St. Lucie County	2508 Juanita Ave, Fort Pierce, FL 34946
Sample Oaks Park	City of Fort Pierce	S. 8th St and Boston Ave, Fort Pierce, FL 34947
Samuel D. Bennett Park (Boys Scouts' Park)	City of Fort Pierce	S. 10th St and Boston Ave, Fort Pierce, FL 34947
Sandhill Crane Park	City of Port St Lucie	2355 S.E. Scenic Park Dr, Port St Lucie, 34952
Sandpiper Bay Park	City of Port St Lucie	1878 SE Westmoreland Blvd, Port St Lucie, 34952
Savannas Recreation Area	St. Lucie County	1400 E. Midway Rd, Fort Pierce, FL 34982
South Causeway Park	City of Fort Pierce	S. A1A and South Bridge Fort Pierce, FL 34947
Sportsman's Park	City of Port St Lucie	201 N.W. Prima Vista Blvd, Port St Lucie, 34983
Sportsman's Park West	City of Port St Lucie	220 N.W. Irving St, Port St Lucie, 34983
St. Lucie County Fairgrounds	St. Lucie County	15601 W. Midway Rd, Fort Pierce, FL 34945
St. Lucie County Skate Park	St. Lucie County	2100 Virginia Ave, Fort Pierce, FL 34950
St Lucie Village Heritage Park	St. Lucie County	305 Torpey Rd, Fort Pierce, FL 34946
St Lucie Village Park	St Lucie Village	2200 E. Midway Rd, Fort Pierce, FL 34982
Swan Park	City of Port St Lucie	700 S.W. Carmelite St, Port St Lucie, 34983
The Boardwalk at The Port District	City of Port St Lucie	2200 SE Veterans Memorial Pkwy, Port St Lucie, 34952
Tom Hooper Park	City of Port St Lucie	2340 S.E. Rivergate Pkwy, Port St Lucie, 34952
Turtle Run Park	City of Port St Lucie	1945 S.W. Cameo Blvd, Port St Lucie, 34953
U.S. Submarine Veterans Park	City of Port St Lucie	801 SE Atlantus Ave, Port St Lucie, 34983
Veterans Memorial Park	City of Port St Lucie	2100 S.E. Veterans Memorial Pkwy, Port St Lucie, 34952
Veterans Memorial Park	City of Fort Pierce	N. Indian River Dr and Seaway Dr Fort Pierce, FL 34947
Veterans Park at Rivergate	City of Port St Lucie	2200 SE Veterans Memorial Pkwy, Port St Lucie, 34952
Whispering Pines Park Racket and Paddle Center	City of Port St Lucie	800 SW Darwin Blvd, Port St Lucie, 34953
Whitmore Park	City of Port St Lucie	474 S.E. Whitmore Dr, Port St Lucie, 34984
Wilderness Park	City of Port St Lucie	2701 SE Westmoreland Blvd, Port St Lucie, 34952
Winterlakes Park	City of Port St Lucie	5241 N.W. Jannebo St, Port St Lucie, 34986
Woodland Trails Park & Dog Park	City of Port St Lucie	1485 SW Calmar Ave, Port St Lucie, 34953
Woodstork Trail Park	City of Port St Lucie	1957 S.E. Hillmoor Dr, Port St Lucie, 34952
Beaches and Beach Access		
Avalon Avenue Beach Access Site	City of Fort Pierce	S. A1A and Avalon Ave, Fort Pierce, FL 34947
Blind Creek Beachside North and South	St. Lucie County	5460 South Ocean Dr, Fort Pierce, FL34949
Blue Heron Beach	St. Lucie County	2101 Blue Heron Blvd, Fort Pierce, FL 34949
Dollman Park Beachside	St. Lucie County	9200 South Ocean Dr, Fort Pierce, FL 34957
Frederick Douglass Memorial Park	St. Lucie County	3600 South Ocean Dr, Fort Pierce, FL 34949
Gulfstream Beach Access	City of Fort Pierce	S. A1A and Gulfstream Ave, Fort Pierce, FL 34947
Herman's Bay Beach	St. Lucie County	7880 South Ocean Dr, Fort Pierce, FL 34957
John Brooks Park Beachside	St. Lucie County	3300 South Ocean Dr, Fort Pierce, FL 34949
Middle Cove Beach	St. Lucie County	4600 South Ocean Dr, Fort Pierce, FL 34949
Normandy Beach	St. Lucie County	8550 South Ocean Dr, Jensen Beach, FL 34957

Asset Name	Municipality	Address
Ocean Bay Beachside	St. Lucie County	7600 South Ocean Dr, Jensen Beach, FL 34957
Pepper Park Beachside	St. Lucie County	3302 North SR A1A, Fort Pierce, FL 34949
Porpoise Beach Access	City of Fort Pierce	S A1A and Porpoise Ave Fort Pierce, FL 34947
South Beach Park	City of Fort Pierce	S. A1A and Crestview Dr Fort Pierce, FL 34947
South Jetty Park	City of Fort Pierce	Seaway Drive and S. A1A Fort Pierce, FL 34947
Surfside Park	City of Fort Pierce	S. A1A and Melaleuca Dr Fort Pierce, FL 34947
Walton Rocks Beach / Dog Park	St. Lucie County	6700 South Ocean Dr, Jensen Beach, FL 34957
Waveland Beach	St. Lucie County	10350 South Ocean Dr, Jensen Beach, FL 34957

The County also benefits from other important coastal natural areas such as mangrove habitat, wetlands and salt marshes, seagrass beds, oyster reefs, and offshore hardbottom habitat. While these other areas may not be under direct management of the County or municipalities, they should factor into ecosystem scale planning efforts to provide the greatest adaptation and resiliency benefits from natural resource projects. The large areas of seagrass beds, unconsolidated rubble, oyster habitat, and offshore hardbottom habitat provide invaluable ecosystem services, including vital habitat for marine species, fisheries, recreation, and enhanced coastal resiliency and storm surge mitigation.

Natural Resource Adaptations & Stormwater Management

The County and municipalities collaborate with the South Florida Water Management District, on various flood protection and flood management strategies to mitigate flooding risks and manage water resources effectively. Key approaches include:

- **Comprehensive Planning:** Both entities engage in comprehensive planning efforts that include floodplain management, land use planning, and infrastructure development to minimize flood risks.
- **Stormwater Management:** The County implements stormwater management systems that include retention and detention ponds, swales, and drainage systems designed to manage runoff and reduce flooding during heavy rainfall events.
- **Water Control Structures:** The SFWMD operates a network of water control structures, such as canals and levees, to regulate water levels in natural and artificial waterways, helping to manage floodwaters and protect communities.
- **Monitoring and Forecasting:** The SFWMD utilizes advanced monitoring systems and forecasting tools to track rainfall, water levels, and potential flood conditions, allowing for timely responses to emerging flood threats.
- **Public Education and Outreach:** The County and municipalities in collaboration with the South Florida Water Management District engage in public education campaigns to inform residents about flood risks, preparedness measures, and the importance of maintaining natural drainage systems.
- **Restoration Projects:** Initiatives to restore natural ecosystems, such as wetlands and floodplains, are implemented to enhance their capacity to absorb excess water and reduce flood impacts.

- **Collaboration with Agencies:** St. Lucie County works with the SFWMD and other local, state, and federal agencies to coordinate flood management efforts, share resources, and develop regional strategies.

These strategies aim to enhance flood resilience, protect infrastructure, and safeguard the community from the impacts of flooding while promoting sustainable water management practices. Table 6-11 provides project examples that can serve as a starting point for the natural resource component of the County's future adaptation planning efforts. While some project durations may be short (1 to 3 years), project planning, design, and funding processes typically extend the project lifecycle to 3 years or more.

Table 6-11. Example Natural Resource Adaptation Strategies for St. Lucie County

Project Name	Project Description	Location Description	Benefits	Timeline
Living Shoreline	Collaborate with the State to consider projects that protect the County parks and provide submerged habitat in State waters (e.g., creation of offshore hardbottom habitat / oyster reef / seagrass areas)	Coastal areas within the County	• Supports habitat and greater resiliency of sensitive coastline areas • Protect parks, infrastructure and associated recreation opportunities	Medium (5-8 years)
Living Shorelines / Beach Restoration	Erosion District to incorporate nature-based solutions in beach nourishment and restoration projects (e.g., dune nourishment, dune plantings, natural wave attenuation structures, reef balls)	South County Renourishment and Fort Pierce Shore Protection	• Implementation of alternative designs to provide more sustainable coastal habitat offering greater resiliency • Habitat and biodiversity benefits • Recreational benefits	Immediate, Medium, and Long Term
Oyster Restoration	Restoration and monitoring of priority oyster reefs	Fort Pierce Inlet Area;other sites TBD	• Restoring oyster reefs is important because oysters filter water to improve water clarity, provide habitat, and act as breakwaters to stabilize shorelines and reduce erosion.	Immediate to Medium Term (<10 years)
Wetland Restoration	Restoring and enhancing wetlands	Agricultural lands; urban/suburban wetland areas (TBD)	• Improve water quality • Provide habitat • Increase flood storage capacity	Immediate, Medium, and Long Term
Seagrass Restoration	Restoration and monitoring of priority seagrass beds	Conduct preliminary visual ID and scoping to identify areas of key habitat	• Localized benefits in terms of species recovery and fishery enhancement • Storm surge protection • Nutrient management	Immediate to Medium Term (<10 years)
Artificial Reefs	Expansion of the County Artificial Reef Program	Offshore of St. Lucie County	• Localized benefits of habitat enhancement and biodiversity • Secondary recreational benefits (fishing, diving)	Immediate to Medium Term (<10 years)
Stormwater Management Improvements	Upgrading and expanding stormwater management systems and creating green infrastructure (bioswales and permeable pavement)	Drainage areas or stormwater management sites	• Better handle increased rainfall and flooding	Immediate, Medium, and Long Term

Project Name	Project Description	Location Description	Benefits	Timeline
Invasive Species Removal and Management	Removal of Australian pine, Brazilian pepper trees, and other invasive species, and replacement with mangroves, upland native shrubs, and grasses	Countywide	• Water quality benefits and mitigation of algal blooms • Habitat recovery and species enhancement • Carbon sequestration secondary benefits	Immediate to Medium Term (<10 years)
Urban Forestry Programs	Expanding tree canopy coverage in urban areas	Community parks, other green infrastructure areas, private property	• Reduce heat island effects • Improve air quality • Enhance stormwater absorption	Immediate, Medium, and Long Term
Community Education and Engagement	Initiate outreach programs	Countywide	• Educate residents about potential impacts • Promote sustainable practices such as water conservation and native landscaping	Immediate, Medium, and Long Term
Critical Habitat Acquisition	Protect critical habitat through multiple land acquisitions funded with the assistance of Florida Communities Trust, SFWMD, Save our Rivers, and Conservation and Recreational Lands	Critical habitat throughout the County	• Habitat protection • Recreational opportunities	Immediate, Medium, and Long Term

Environmental Land Acquisition and Restoration

The St. Lucie County Environmental Lands initiative was launched in 1994 following the approval of a $20 million local bond program. Its goal is to conserve, safeguard, and rehabilitate ecosystems in their natural condition while allowing for appropriate public access. Land acquisitions are supported by partnerships with the Florida Communities Trust, SFWMD, Save Our Rivers, and Conservation and Recreational Lands.

The availability of large funding sources targeting habitat acquisition, protection, enhancement, and restoration should be integral to County and municipal resiliency and adaptation planning and investment strategy. These programs provide significant funding needed to achieve ecosystem-scale nature-based solutions that can be used to achieve long-term conservation and adaptation goals. Examples include:

- **Florida Forever Program:** This state program provides funding for the acquisition and restoration of conservation lands, including wetlands, forests, and wildlife habitats. Since its inception in July 2001, the state has purchased more than 907,412 acres of land worth approximately $3.3 billion.
- **National Fish and Wildlife Foundation National Coastal Resiliency Fund:** Annual program (established in 2018) that invests in nature-based solutions that protect coastal communities while enhancing habitats for fish and wildlife. The 2024 program awarded $139 million nationally and leveraged another $141 million in matching funds.
- **National Oceanic and Atmospheric Administration Transformational Habitat and Coastal Resilience Grants:** The 2025 program will provide $100 million for projects that will have a

transformative impact for coastal communities and tribes, including to help protect coastal communities and ecosystems from the impacts of shifting weather patterns, intensifying storms, and extreme heat and rainfall.

- **Land and Water Conservation Fund:** A federal program established in 1964 that supports the acquisition and development of public outdoor recreation areas and facilities, including habitat protection and restoration projects. The fund is primarily financed through revenues from offshore oil and gas leasing, ensuring that the public has access to outdoor spaces and recreational activities.
- **National Coastal Wetlands Conservation Grant Program:** Administered by the USFWS, this program provides funding (up to $1 million annually for coastal states) for projects that restore and enhance coastal wetlands. The program is funded by revenues collected from excise taxes on sport fishing equipment, electric motors, import duties on fishing tackle, yachts and pleasure craft, a portion of the gasoline tax attributable to motorboats and small engines, and interest on the fund, under the authority of the Dingell-Johnson Sport Fish Restoration Act of 1950.
- **Environmental Protection Agency Grants:** The EPA offers various grant programs that can support habitat restoration and protection projects, particularly those addressing water quality and ecosystem health.
- **USFWS Grants:** Various grant programs from the USFWS, such as the Coastal Program and the Partners for Fish and Wildlife Program, can provide funding for habitat restoration and conservation efforts.
- **Community Development Block Grant Program:** This federal program provides funding to local governments for community development projects, which can include habitat restoration and enhancement initiatives.
- **The Nature Conservancy and Other Nonprofit Organizations:** Various nonprofit organizations, including The Nature Conservancy, offer grants and funding opportunities for habitat protection and restoration projects.
- **Private Foundations and Philanthropic Organizations:** Many private foundations provide funding for environmental conservation and restoration projects, including habitat acquisition and enhancement efforts.

By leveraging these funding sources, SLC and the municipalities can enhance its resiliency and adaptation planning efforts, ensuring the protection and restoration of vital habitats in the face of changing conditions locally.

6.2.5 6.2.4.2 Cultural and Historic Resources

St. Lucie County is rich in cultural and historical assets that reflect its diverse heritage and community. These cultural and historical assets play a vital role in preserving the community's heritage, fostering a sense of identity, and promoting tourism. These assets include museums, historical landmarks, cultural centers, and heritage sites (Table 6-12).

This RVA included 60 archeological sites and also analyzed 47 historic structures and two historic bridges. There are no eligible or listed historic cemeteries within SLC. Additionally, there are 16 resources listed on the National Register of Historic Places. The listings, including the Fort Pierce Old Post Office and the Sunrise Theatre, highlight the importance of these sites in the broader context of national heritage. These landmarks attract tourists and contribute to the local economy, emphasizing the need for their protection. Flooding poses a threat to many of the County's historic and cultural structures. The critical cultural and historical assets are vulnerable to various flood scenarios evaluated in the exposure analysis, including SLR, HTF, storm surge, and compound flooding. These assets are important for maintaining the cultural fabric and historical continuity of the County and municipalities. Table 6-12 highlights a range of significant cultural and historical assets.

Table 6-12. St. Lucie County Historic and Cultural Assets

Asset Name	Municipality	Address (if applicable)	Year Built (if applicable)
Historic Structures			
Ft Pierce Old Post Office	Fort Pierce	500 Orange Ave	1935
Casa Caprona/Markent Apartments	Unincorporated SLC	2605 St. Lucie Blvd	1926
Hammond, Captain House	Unincorporated SLC	5775 S Citrus Ave	1901
St Lucie High School	Fort Pierce	1200 Delaware Ave	1914
Cresthaven	Fort Pierce	239 S Indian River Dr	1909
Shadetree Studio	Saint Lucie Village	2900 Old Dixie Hwy	1950
Fairmont Manor	Unincorporated SLC	5707 S Indian River Dr	1896
3755 Mccarty Road	Unincorporated SLC	3755 Mccarty RD	c1929
Fort Pierce Farms School	Unincorporated SLC	8850 Indrio Rd	1915
Ringdahl, Gustav House	Unincorporated SLC	1203 W 1st ST	c1898
Jorgensen, Nels C House	Unincorporated SLC	5006 Citrus Ave	1925
Covenant Tabernacle Church	Unincorporated SLC	1104 W Midway Rd	1914
White City Mercantile Building	Unincorporated SLC	1000 W Midway Rd	1900
Christensen House	Unincorporated SLC	511 W Midway Rd	1895
Miller, Capt John House	Unincorporated SLC	12387 S Indian River Dr	1885
Ankeny, R V House	Unincorporated SLC	8205 S Indian River Dr	1904
Russell House	Unincorporated SLC	8103 S Indian River Dr	1900
7901 S Indian River Drive	Unincorporated SLC	7901 S Indian River Dr	1910
5703 S Indian River Drive	Unincorporated SLC	5703 S Indian River Dr	1915
Gardner House, St. Lucie Hist	Fort Pierce	414 Seaway Dr	1907
Rasmussen, Romer House	Fort Pierce	1400 E Midway Rd	1894
Riverhill	Unincorporated SLC	4625 S Indian River Dr	1903
Reed Residence	Fort Pierce	604 Beach Ct	1928
Old Fort Pierce City Hall	Fort Pierce	315 A Ave	c1925
Zora Neal Hurston House	Fort Pierce	1734 Ave L	1957
St. Anastasia Catholic School, Old	Fort Pierce	910 Orange Ave	1914
Arcade Building	Fort Pierce	101 Us 1 Hwy N	1926
Sunrise Theater	Fort Pierce	117 S 2nd ST	c1923
Britt House	Unincorporated SLC	4511 S Indian River Dr	1908
Card, N E House	Unincorporated SLC	3915-17 S Indian River Dr	1914
Taylor, Horton House 1	Fort Pierce	607 S Indian River Dr	1901
Tyler, Frank House	Fort Pierce	519 2nd ST S	c1924
803 Indian River Dr	Fort Pierce	803 S Indian River Dr	1915

Asset Name	Municipality	Address (if applicable)	Year Built (if applicable)
Banyon Belle Manor	Fort Pierce	1001 S Indian River Dr	1905
1009 S Indian River Dr	Fort Pierce	1009 S Indian River Dr	1925
Lesher, Stephen House	Fort Pierce	2501 S Indian River Dr	1920
Sagy's House	Unincorporated SLC	4343 N Us Highway 1 Hwy	1925
Immokolee	Unincorporated SLC	8431 Immokolee Rd	1931
Carlton-Vest House	Fort Pierce	2507 S Indian River Dr	1920
Casa Del Rio	Fort Pierce	2513 S Indian River Dr	1920
2796 North US Hwy 1	Unincorporated SLC	2796 N Us 1 Hwy	1946
Phelps, Babe House	Fort Pierce	2521 S Indian River Dr	1935
Frere, Jules House	Fort Pierce	2404 Sunrise Blvd	1931
East Coast Packers	Fort Pierce	2103 Old Dixie Hwy	c1948
Red Barn Produce	Unincorporated SLC	2001 N Kings Hwy	1939
Garage	Unincorporated SLC	5006 Citrus Ave	c1925
National Register of Historic Structures			
Fort Pierce Site	Fort Pierce	South Indian River Dr.	-
Fort Pierce Old Post Office	Fort Pierce	500 Orange Ave.	1935
St. Lucie High School	Fort Pierce	1100 Delaware Ave.	1914
Cresthaven	Fort Pierce	239 S. Indian River Dr.	1909
Fort Pierce City Hall, Old	Fort Pierce	315 Avenue A	-
Zora Neale Hurston House	Fort Pierce	1734 School Ct.	1957
St. Anastasia Catholic School, Old	Fort Pierce	910 Orange Ave.	1914
Arcade Building	Fort Pierce	101 US 1, N	1926
Sunrise Theatre	Fort Pierce	117 S. 2nd St.	1923
Frere, Jules, House	Fort Pierce	2404 Sunrise Blvd.	1931
Moores Creek Bridge	Fort Pierce	N. 2nd St. between Aves. B and C	-
St. Lucie Village Historic District	St. Lucie Village, Unincorporated SLC	2505--3305 N. Indian River Dr.	-
URCA DE LIMA (shipwreck)	Unincorporated SLC	200 yds offshore Jack Island Park, N of Ft. Pierce Inlet	-
Casa Caprona	Unincorporated SLC	2605 St. Lucie Blvd.	1926
Hammond, Captain, House	Unincorporated SLC	5775 Citrus Ave.	1901
Immokolee	Unincorporated SLC	8431 Immokolee Rd.	1931

The St. Lucie Village Historic District is a historic district is located within a residential neighborhood. The district runs along North Indian River Drive. Out of the 50 structures lining Indian River Drive, 35 are of historical interest with the contributing structures of unique architecture. On December 1, 1989, the historic district was added to the National Register of Historic Places for its architectural and historical significance. The 14 structures listed within the district are provided in Table 6-13. These structures are historic homes that are privately owned. In addition, the marker for Fort Capron is also located within the Historic District. Fort Capron was a military fortification located in St. Lucie Village which was established during the Second Seminole War in the 1830s.

Table 6-13. St. Lucie Village Historic Structures

Asset Name	Address	Year Built
Quay House	2515 N Indian River Dr	1894
St Lucie Club	2601 N Indian River Dr	1902
Peed House	2805 N Indian River Dr	1904

Asset Name	Address	Year Built
Padrick House	2817 N Indian River Dr	1875
Harrington House	2821 N Indian River Dr	1922
Terry House	2825 N Indian River Dr	1922
Hoskins House	2929 N Indian River Dr	1911
Glatz House	2933 N Indian River Dr	1912
Greist House	3101 N Indian River Dr	1905
Allen House	3109 N Indian River Dr	1911
Stetson House	3305 N Indian River Dr	1910
H. Chamberlin House/Bryan House	473 Chamberlin Blvd	1926
Howard House	451 Chamberlin Blvd	1926
Lounibos House	3001 N Indian River Dr	1900

6.3 Regionally Significant Assets

Regionally significant assets are crucial facilities that serve a broad geographic area, extending beyond individual communities and not typically owned or maintained by the County or municipalities. These assets cater to the needs of various communities across different geopolitical boundaries and include water resource facilities, regional medical centers, emergency operation centers, regional utilities, power plants, major transportation hubs, airports, and seaports. Recognizing and safeguarding these assets enhances regional resilience and response capabilities.

Statutorily, these assets include Commercial and Strategic Intermodal System ports, spaceports, waterways, railroad crossings, railroads, rail terminals, rail bridges, bus terminals, evacuation routes, electric power plants, electric power transmission lines, dams, and drainage systems managed by water management districts. Additionally, essential facilities such as stormwater ponds, wastewater treatment plants, public water supply tanks, public water supply facilities (excluding federal ones), emergency medical services centers, emergency operations centers, general population risk shelters, and special needs risk shelters are crucial for meeting the infrastructure and safety needs of multiple regions. Figure 6-7 and Table 6-14 showcase a range of noteworthy regionally significant assets in SLC.

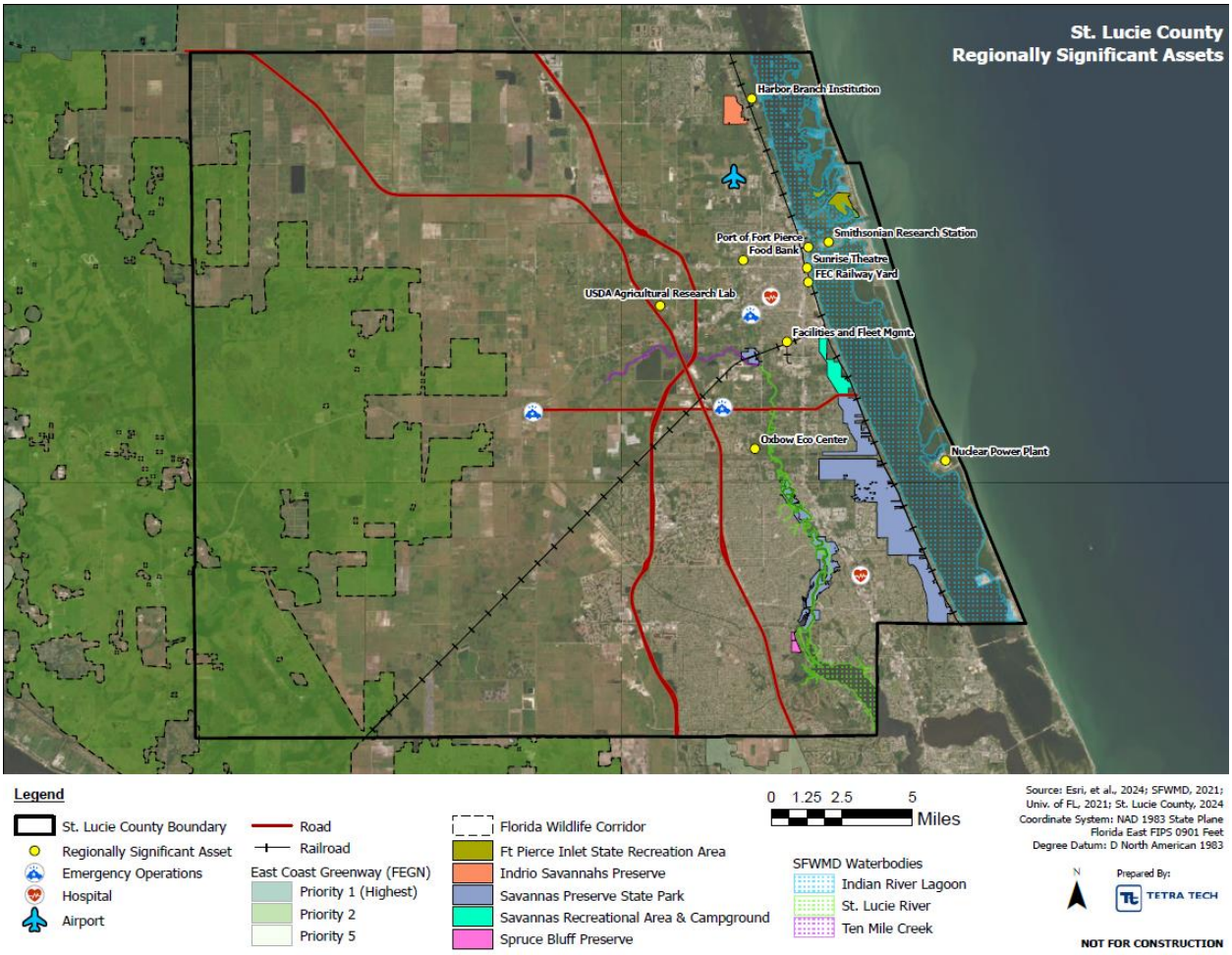


Figure 6-7. Regionally Significant Assets within St. Lucie County

Table 6-14. Regionally Significant Assets within St. Lucie County

Asset Type	Asset Name	Address (if applicable)
Critical Infrastructure	St Lucie Nuclear Power Plant	6501 S Ocean Dr, Jensen Beach, FL 34957
Critical Community and Emergency Facility	St. Lucie County Emergency Operations Center	15305 W Midway Rd, Fort Pierce, FL 34945
Critical Community and Emergency Facility	St. Lucie County Facilities and Fleet Management	3158 Will Fee Rd, Fort Pierce, FL 34982
Critical Community and Emergency Facility	St. Lucie County Sheriff's Office	4700 W Midway Rd, Fort Pierce, FL 34981
Critical Community and Emergency Facility	Emergency Broadcast Radio station at Indian River State College	3209 Virginia Ave, Fort Pierce, FL 34981
Critical Community and Emergency Facility	HCA Florida Lawnwood Hospital	1700 S 23rd St, Fort Pierce, FL 34950
Critical Community and Emergency Facility	HCA Florida St Lucie Hospital	1800 SE Tiffany Ave, Port Saint Lucie, FL 34952

Asset Type	Asset Name	Address (if applicable)
Critical Community and Emergency Facility	Treasure Coast Food Bank	401 Angle Rd, Fort Pierce, FL 34947
Critical Community and Emergency Facility	Indian River State College	3209 Virginia Ave, Fort Pierce, FL 34981
Critical Community and Emergency Facility	Harbor Branch Institution / FAU	5600 US 1 North, Fort Pierce, FL 34946
Natural Asset	USDA Agricultural Research Lab	2001 S Rock Rd, Fort Pierce, FL 34945
Natural Asset	Indian River Lagoon	-
Natural Asset	St Lucie River / 10-Mile Creek	-
Natural Asset	Florida Wildlife Corridor	-
Natural Asset	East Coast Greenway	-
Natural Asset	Savannas Preserve State Park	2541 SE Walton Rd, Port Saint Lucie, FL 34952
Natural Asset	Savannas Recreational Area	1400 E Midway Rd, Fort Pierce, FL 34982
Natural Asset	Indrio Savannas Preserve	5275 Tozour Rd, Fort Pierce, FL 34946
Natural Asset	Atlantic Ridge	-
Natural Asset	Fort Pierce Inlet State Park	905 Shorewinds Dr, Hutchinson Island, FL 34949
Natural Asset	Oxbow Eco Center	5400 NE Saint James Dr, Port Saint Lucie, FL 34983
Natural, Cultural, Historical Asset	Smithsonian Research Station	701 Seaway Dr, Fort Pierce, FL 34949
Natural, Cultural, Historical Asset	Spruce Bluff Preserve	611 SE Dar Ln, Port Saint Lucie, FL 34984
Cultural/Historical Asset	Sunrise Theatre	117 S 2nd St, Fort Pierce, FL 34950
Transportation Asset	Treasure Coast International Airport	3000 Curtis King Blvd Fort Pierce, FL 34946
Transportation Asset	Port of Fort Pierce	(near) 100 Port Avenue, Fort Pierce, FL 34950
Transportation Asset	Florida East Coast Rail Corridor	Railway Yard, 253 Florida Ave, Fort Pierce, FL 34950
Transportation Asset	I-95	-
Transportation Asset	Midway Rd	-
Transportation Asset	FI Turnpike	-
Transportation Asset	SR 70	-
Transportation Asset	SR 68	-
Transportation Asset	A1A	-
Transportation Asset	US1	-

7.0 CONCLUSION

The overarching objectives of this RVA include the comprehensive acquisition of data and the evaluation of the timing and impact from flood-related hazards. Critical assets throughout the County and municipalities were identified and ranked for criticality and flooding inundation was mapped (**Appendix A**). Within these areas, modeling of multiple flooding scenarios was conducted, both individually and in combinations. These hazards include storm surge, tidal flooding, rainfall-induced flooding, and compound flooding. Present day and future hazard scenarios overlaid with County assets were mapped to determine risk. Characteristics were then identified to determine vulnerability levels to the flood hazards. Throughout the process, community engagement and education fostered an awareness and understanding of the relevant topics. SLC's RVA update revealed the County's and municipalities' potential susceptibility to the adverse impacts of flood-related hazards.

The assessment should be used to guide land use regulations, building codes, land development policies, and emergency response strategies, as well as potential asset adaptation projects. In the future, SLC and the municipalities may integrate these components into a broader resilience framework. The information provided by this assessment allows decision-makers to implement measures that reduce vulnerability and mitigate future harms in a staged manner. The RVA also aims to facilitate collaboration between communities surrounding the long-term goals of sustainable coastal management and environmental conservation. The project process, guided by data, best-available science and technology, community engagement, and expert input, lays the groundwork for a resilient County.

7.1 Next Steps

St. Lucie County also received grant funding from the Florida Department of Commerce Community Development Block Grant Mitigation Program, on behalf of the U.S. Department of Housing and Urban Development (HUD), to complete a RVA and Regional Resilience Plan (RRP). The CDBG RVA will align with Florida Statute Section 380.093(3) [2023] requirements for conducting vulnerability assessments but will also incorporate additional related risks in the evaluation process. The additional risks to be evaluated for the CDBG RVA include coastal erosion, drought, extreme heat, wildfires, and wind (extreme weather events).

The County and municipalities will use the results of the Resilient Florida RVA and the CDBG RVA to develop a County-wide Regional Resilience Plan. The RRP will serve as an implementation roadmap for adaptation and mitigation strategies. The RRP will provide a comprehensive framework for increasing the County and municipalities' capacity to adapt to potential impacts, prioritizing needs, and outlining strategy, land use and investment considerations based on the vulnerabilities identified in the RVAs. Specifically addressing threats highlighted in the RVAs, the RRP will set out a series of adaptation goals and actions. These initiatives will be developed with input from County and municipal leadership and staff in collaboration with community stakeholders, ensuring alignment with the needs and priorities of residents. Decision matrices will standardize future analysis and responses, facilitating efficient decision-making. The RRP will include a list of implementable projects, along with analyses of funding options and policy recommendations. These projects aim to enhance the adaptive capacity of County and municipal assets, reducing exposure to costly disruptions and

repairs while allowing the community to recover more swiftly from flood-related events. Together, the RVAs and RRP ensure a cohesive approach to long-term resilience planning.

The County also received grant funding from the Florida Department of Commerce Community Development Block Grant Mitigation Program, on behalf of the U.S. Department of Housing and Urban Development (HUD), to complete a RVA and Regional Resilience Plan (RRP). The HUD-funded RVA aligns with the Resilient Florida Grant Program's Section 380.093(3), F.S. requirements for conducting vulnerability assessments, but also incorporates additional related risks in the evaluation process. The additional risks to be evaluated beyond flood risk for HUD included coastal erosion, drought, extreme heat, wildfires, and wind (extreme weather events). The Resilient Florida RVA has built upon, and is complementary to, SLC's Florida Department of Commerce Community Development Block Grant Mitigation Program-funded RVA.

Together, both RVAs and the RRP will provide a roadmap for SLC and the municipalities to enhance its resilience through informed decision-making and community involvement. By addressing current and future challenges, these initiatives safeguard the County's regional quality of life, health, and assets against the impacts of unpredictable weather patterns and extreme weather events. Both RVAs will serve as the foundation for the RRP. The RRP will evaluate the County's needs and capacity to adapt and outline adaptation strategies and policy updates. It will provide County operations and County-wide community resilience targets, a strategy to achieve these targets, and a public engagement program that ensures social equity in evaluating, prioritizing, and implementing solutions. Each strategy will include key information such as estimated timelines, level of cost and effort required, and proposed lead agency or organization. The RRP will examine current and future conditions that impact the sustainability and resilience of SLC and the municipalities. Hazard mitigation efforts, emergency preparedness, land use planning, code and policy development, infrastructure investment, and public health policies and programs will be considered. Together, the work products will form the blueprint of the County's proactive planning to reduce or mitigate hazards countywide.

8.0 REFERENCES

CVG (Clearview Geographic LLC). 2024. Exposure and Sensitivity Analyses methodologies and descriptions.

Esri (Environmental Systems Research Institute). 2022. Arcgis Pro 3.01. Redlands, CA: ESRI. Available online at: https://www.esri.com/en-us/arcgis/products/index.

FDOT (Florida Department of Transportation). n.d. Drainage Manual for Design Storms. Available online at: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/drainage/files/idfcurves.pdf.

FEMA. 2022. Hazus. Available online at: https://www.fema.gov/flood-maps/products-tools/hazus.

Florida Natural Areas Inventory. 2024. Florida Conservation Lands. Available online at: https://www.fnai.org/webmaps/ConLandsMap/index.html.

Florida Senate. 2021. Florida Statute 380.093 Resilient Florida Grant Program. Available online at: https://www.flsenate.gov/Laws/Statutes/2021/0380.093.

Miami Herald. 2024. Sea levels are rising, but is South Florida also sinking? What the research shows. Available online at: https://amp.miamiherald.com/news/local/environment/climate-change/article287215280.html.

NOAA (National Oceanic and Atmospheric Administration). n.d. (a) Vertical Datum Transformation. Available online at: https://vdatum.noaa.gov/welcome.html.

NOAA. n.d. (b) Relative Sea Level Trend. Tides and Currents. Available online at: https://tidesandcurrents.noaa.gov/sltrends/sltrends_station.shtml?id=8724580.

NOAA. n.d. (c) Tides and Currents: Sea Level Trends. Available online at: https://tidesandcurrents.noaa.gov/sltrends/faq.html#q4.

NOAA. 2017a. Detailed Method for Mapping Sea Level Rise Inundation.

NOAA. 2017b. Method Description: Detailed Method of Mapping Sea Level Rise Inundation. NOAA Office of Coastal Management. Available online at: https://coaStnoaa.gov/data/digitalcoast/pdf/slr-inundation-methods.pdf.

NOAA. 2017c. NOAA 2017 Global and Regional Sea Level Rise Scenarios for the United States. Available online at: https://tidesandcurrents.noaa.gov/publications/techrpt83_Global_and_Regional_SLR_Scenarios_for_US_final.pdf.

NOAA. 2023. NOAA Atlas 14 Precipitation Frequency Estimates in GIS Compatible Format. October. Available online at: https://hdsc.nws.noaa.gov/pfds/pfds_gis.html.

NRCS (National Resources Conservation Service). 2023. Gridded Soil Survey Geographic (gSSURGO) Database for Florida. Available online at: https://gdg.sc.egove.usda.gov/.October.

SFWMD (South Florida Water Management District). 2022. Technical Memorandum: Adoption of Future Extreme Rainfall Change Factors for Flood Resiliency Planning in South Florida.

SLC (St. Lucie County). 2019. Comprehensive Plan EAR-Based Amendments: Coastal Management Element. Data, Inventory, and Analysis.

SLC. 2021. Unified Local Mitigation Strategy. Available online at: https://www.stlucieco.gov/home/showdocument?id=8252.

SLC. 2023. Comprehensive Emergency Management Plan. Available online at: https://www.stlucieco.gov/home/showdocument?id=6601.

SLC. 2024. Comprehensive Plan EAR-Based Amendments: Conservation Element. Data, Inventory, and Analysis.

Tetra Tech (Tetra Tech, Inc.) 2021. St Lucie Community Vulnerability Assessment Final Report. Prepared for St. Lucie County.

U.S. Census Bureau. 2023. St. Lucie County, Florida QuickFacts. Available online at: https://www.census.gov/quickfacts/fact/table/stluciecountyflorida/PST045224.

USACE (U.S. Army Corps of Engineers). n.d. Sea Level Change Curve Calculator. Available online at: https://cwbi-app.sec.usace.army.mil/rccslc/slcc_calc.html.

USACE. 2021. Creating Land Cover, Manning's N Values, and Impervious Layers. Available online at: https://rashms.com/wp-content/uploads/2021/06/HEC-RAS-2D-Mannual-Mannings-n.pdf.

USFWS (U.S. Fish and Wildlife Service). 2025. Environmental Conservation Online System. Available online at: https://ecos.fws.gov/ecp/report/species-listings-by-current-range-county?fips=12111.

USGS (U.S. Geological Survey). 2023. NLCD 2021 Land Cover (2021). October. Available online at: https://www.mrlc.gov/data.

APPENDIX A: EXPOSURE ANALYSIS MAP SERIES

Please note: provided under separate cover.

APPENDIX B: REGIONAL VULNERABILITY ASSESSMENT PUBLIC WORKSHOP RESULTS (MAY 2025)

City Commission Regular Meeting **11. f.**

Meeting Date: 06/02/2025

Re: Request Approval of City of Fort Pierce Comprehensive Vulnerability Assessmen FDEP Resilient Florida Grant Agreement - Amendment No. 1

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Amendment No. 1 to Agreement No. 24PLN31 for the City of Fort Pierce Comprehensive Vulnerability Assessment FDEP Resilient Florida Grant Agreement in the amount of $159,665.00.

SUMMARY:

The City of Fort Pierce was awarded a Florida Department of Protection (FDEP) Resilient Florida Grant to complete a Comprehensive Vulnerability Assessment (VA) in the amount of $159,655.00. 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.

The City of Fort Pierce's Comprehensive Vulnerability Assessment FDEP Grant Agreement No. 24PLN31 was executed by the City on December 16th, 2024 and FDEP on January 6, 2025. The Grant Agreement Amendment No. 1 addresses changes from a 24PLN Grant Work Plan to a 25PLN Grant Work Plan Template. This includes utilizing the 2050 and 2080 Planning Horizons in lieu of the 2040 and 2070 Planning Horizons. These planning horizons are utilized for newer grants. Additionally, the newer work plan template has a smoother process for submitting deliverables and streamlines work throughout the duration of the grant agreement. Lastly, Grant Task deadlines have been extended through March 31, 2026, with eligibility for extension beyond June 2026 once Exhibit A- Progress Reports Forms are submitted.

FDEP has specified that the Amendment should be executed and returned within 60-days of the email notification dated April 4th, 2025.

RECOMMENDATION:

Staff recommends approval of the Grant Agreement Amendment No. 1.

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Florida Department of Environmental Protection (FDEP)
Kimley-Horn & Associates

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 25/26
Account: 403-4300-534900
Amount: $159,665.00
FISCAL IMPACT:
The FDEP Resilient Florida Grant is a fully reimbursable grant in the amount of $159,665.00.

Attachments

FDEP Resilient Florida Grant Agreement - Amendment No. 1
City Attorney Memo
FDEP Vulnerability Grant Agreement Executed

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/22/2025 09:42 AM
City Manager	Richard Chess	05/23/2025 10:32 AM
Form Started By: Venetia Barnes		Started On: 05/19/2025 12:01 PM
Final Approval Date: 05/23/2025		

AMENDMENT NO. 1
TO AGREEMENT NO. 24PLN31
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF FORT PIERCE

This Amendment to Agreement No. 24PLN31 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Fort Pierce (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Fort Pierce Comprehensive Vulnerability Assessment (Project), effective January 6, 2025; and,

WHEREAS, the Grantee has requested a change in task timelines within the Agreement period; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, and Attachment 5 following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

2. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

4. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF FORT PIERCE	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____ Authorized Representative or Designee	By: _____ Secretary or Designee
Linda Hudson, Mayor Print Name and Title	Alex Reed, Director Print Name and Title
Date: _____	Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Special Terms and Conditions (14 pages)
Attachment	2-A	Revised Special terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (5 pages)
Attachment	5-A	Revised Special Audit Requirements (7 pages)

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

ATTACHMENT 1-A

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 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 invoice payments 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. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. 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 grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 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 Development, 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 Development 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. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. 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
Revised Special Terms and Conditions
AGREEMENT NO. 24PLN31

ATTACHMENT 2-A

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 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.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN31

ATTACHMENT 3-A

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: 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 must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types 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, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
    - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling 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 take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

Deliverables: The Grantee will provide the following:

- **1.1:** A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;

- **1.2:** Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- **1.3:** Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
    - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards, and classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S.
    - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

Task 2: Exposure and Sensitivity Analyses

Description: The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying 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 and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **2.1:** GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
    - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
    - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards, and including the appropriate metadata describing the fields or attribution of the analyses results.

Task 3: 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:

- **3.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **3.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **3.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and

- **3.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 4: Final Vulnerability Assessment Report

Description: The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). 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.

Deliverables: The Grantee will provide the following:

- **4.1:** A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
    - Findings of the gap analysis;
    - Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
    - Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
    - A summary of assigned focus areas, if applicable.
- **4.2:** Completed Critical Assets Basic Attributes Schema (Table 3), Critical Assets Groups and Types (Table 4), and VA Results Attribute Scheme (Table 5) consistent with the GIS Data Standards; and
- **4.3:** A signed VA Compliance Checklist Certification (Exhibit I).

Task 5: Public Outreach Meetings and Stakeholder Engagement

Description: The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **5.1:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 6: Local Mitigation Strategy

Description: The results of the VA 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 the following:

- **6.1:** 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 and annex in the next iteration of the LMS Plan, i.e., the next five-year update; 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 ResilientFloridaGrants@FloridaDEP.gov 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 "Public Outreach Meetings and Stakeholder Engagement" 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 non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. 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. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, 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. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

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 Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report

Form, covering only this reporting period will be acceptable. 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.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another 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 and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. 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	Acquire Background Data	Contractual Services	$20,000	$0	$20,000	7/1/2023	3/31/2026
2	Exposure and Sensitivity Analysis	Contractual Services	$72,000	$0	$72,000	7/1/2023	3/31/2026
3	Identify Focus Areas	Contractual Services	$20,000	$0	$20,000	7/1/2023	3/31/2026
4	Final Vulnerability Assessment Report	Contractual Services	$35,000	$0	$35,000	7/1/2023	3/31/2026
5	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	$5,500	$0	$5,500	7/1/2023	3/31/2026
6	Local Mitigation Strategy	Contractual Services	$7,165	$0	$7,165	7/1/2023	3/31/2026
		Total:	**$159,665**	**$0**	**$159,665**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

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 $1,000,000 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 $1,000,000 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 $1,000,000 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 non-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 time the reporting package was delivered to the recipient and any 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.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VENETIA BARNES, STORMWATER ENGINEER MANAGER, ENGINEERING

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: CITY OF FORT PIERCE COMPREHENSIVE VULNERABILITY ASSESSMENT FDEP GRANT AGREEMENT - AMENDMENT NO. 1

CAO RLS FILE: 25-121

DATE: APRIL 14, 2025

I have reviewed the above request for legal services regarding Amendment 1 to the FDEP Grant Agreement. Amendment 1 is approved as to form and correctness. However, there are a number of changes between the two documents to be aware of. As the Amendment provided is a PDF form created by FDEP and is unable to be altered, I have included a list of the changes between the original agreement and amendment below. Please review these differences as they may result in new requirements of the City:

- Attachment 1 of the original agreement is replaced with Attachment 1-A. There are no substantial changes between the two documents.
- Attachment 2 of the original agreement is replaced with Attachment 2-A. Section 15 Is added, concerning financial assistance and payment of invoices to rural communities or rural areas of opportunity. This does not appear applicable to the City's agreement.
- Attachment 3 of the original agreement is replaced with Attachment 3-A. There are many changes between the two documents to include:
    - Under Task 1, GIS metadata *must be* included for each dataset.
    - Under Task 1, each dataset *must be* classified using the asset groups and types defined in FSS 380.093(2)(a)1-4.
    - Flood scenario data *shall include* a list of information (see bullet points under Task 1).
    - Task 1 deliverables now require the City to provide a Background Data Catalog, Flood Risk Scenario Matrix, and compiled GIS datasets.
    - Under Task 2, exposure and sensitivity analyses were previously separate Tasks, but are now combined into one Task.
    - Task 4 deliverables now require the City to provide a final VA report and complete critical assets basic attributes scheme, critical assets groups and types, and VA results attribute scheme.

- Task 5 is amended to “public outreach meetings and stakeholder engagement,” requiring the City to hold a kick-off meeting and provide the meeting agenda, presentation, meeting minutes, etc. to the State.
- On page 4, “Performance Measures” now requires the City to submit the deliverables in chronological order (with the exception of the public meeting).
- On page 4, “Payment Request Schedule” is amended to allow a single Exhibit A be produced for the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date.
- On page 5, “Advance Payment” is a new section concerning grant agreements that allow for full advanced payment to grantees, which may not be applicable to the City’s agreement.
- On page 5, the table for the project timeline is amended to reflect the new Tasks and their due dates. *Please review these dates to be sure they reflect the request of the City.*

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

Thank you.

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): **City of Fort Pierce Comprehensive Vulnerability Assessment**

Agreement Number: **24PLN31**

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: **Local Government**

Grantee Address: **100 North US Highway 1, Fort Pierce, Florida 34950**

FEID: **59-6000322** (Grantee)

3. Agreement Begin Date: **7/1/2023**

Date of Expiration: **6/30/2026**

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

Project Location(s): **St. Lucie County, Florida**

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes.**

5. Total Amount of Funding: **$ 159,665.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**FY 23-24 GAA Line Item #1820**	$ **159,665.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **159,665.00**

6. Department's Grant Manager

Name: **Christine Louis-Jeune** or successor

Address: **Resilient Florida Program**
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399

Phone: **850-245-2833**

Email: **Christine.LouisJeune@FloridaDEP.gov**

Grantee's Grant Manager

Name: **John R. Andrews II** or successor

Address: **City of Fort Pierce**
100 North US Highway 1
Fort Pierce. Florida, 34950

Phone: **772-467-3773**

Email: **jandrews@cityoffortpierce.com**

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): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification**

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 Linda Hudson
(Authorized Signature)

12/16/24
Date Signed

Linda Hudson, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By Alex Reed
Secretary or Designee

1/6/2025
Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

Christine Louis-Jeune

DEP Grant Manager, Christine Louis-Jeune

Stephanie Link

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 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 invoice payments 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. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. 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 grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 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 Development, 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 Development 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. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. 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

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.

15. Additional Terms.
None.

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 ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. 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 non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. 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. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of

Expiration, 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. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request

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 and 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 $1,000,000 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 $1,000,000 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 $1,000,000 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 Program	$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

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. 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 submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. 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.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must 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) 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."

6. 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 Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. 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.

8. 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.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. 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 Section 380.0937, Florida Statutes, 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 standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. 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 required, acquired, and approved permits for the project.

13. 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).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

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 progress report 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 II

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN31

Project Title: City of Fort Pierce Comprehensive Vulnerability Assessment

Grantee: City of Fort Pierce

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
EXHIBIT I
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

City Commission Regular Meeting **11. g.**

Meeting Date: 06/02/2025

Re: Approval of City Commission to use funds from LETF to purchase safety equipment for Officers.

Submitted For: Eric Chan, Major, Police Department

SUBJECT:

Approval of expenditure from the City Commission to use funds from the Law Enforcement Trust Fund, not to exceed $24,000 to purchase needed safety equipment for Officers.

SUMMARY:

The Fort Pierce Police Department respectfully requests that the City Commission authorize the use of proceeds from the Law Enforcement Trust Fund (LETF) to purchase five (5) Level III (rifle-rated) ballistic vests, five (5) ballistic helmets, and one (1) Level III ballistic shield. These essential pieces of personal protective equipment are necessary for our specially trained Quick Response Force (QRF) officers to ensure their safety and effectiveness when conducting high-risk operations. The estimated total cost of these items will not exceed $24,000. Should this request be approved, the procurement of the items will be in accordance to the City's rules and regulations pertaining to purchasing.

RECOMMENDATION:

It is recommended that the commission approves the use of proceeds from the LETF to purchase personal protective equipment for Fort Pierce Police Department Officers.

ALTERNATIVES:

Another funding source would need to be identified should this request be denied.

RESPONSIBLE STAFF:

Major Eric Chan

COORDINATED WITH:

Acting Chief Robert Ridle

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025
Account:	LETF
Amount:	$24,000

OTHER INFORMATION:

LETF

Attachments

LETF Expenditure Request

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/27/2025 11:07 AM
City Manager	Richard Chess	05/27/2025 08:23 PM
Form Started By: Eric Chan		Started On: 05/21/2025 04:12 PM
Final Approval Date: 05/27/2025		

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

May 16, 2025

City Commission
City of Fort Pierce
100 N. US Highway 1
Fort Pierce, Florida 24950

Honorable Commission:

I respectfully request that the City Commission authorize the use of proceeds from the Law Enforcement Trust Fund (LETF) to purchase five (5) Level III (rifle-rated) ballistic vests, five (5) ballistic helmets, and one (1) Level III ballistic shield. These essential pieces of personal protective equipment are necessary for our specially trained Quick Response Force (QRF) officers to ensure their safety and effectiveness when conducting high-risk operations. The estimated total cost for these items will not exceed $24,000.

I certify that this request complies with the provisions set forth under subsection 5(a)(b) of Florida State Statute 932.7055. Should the City Commission approve these expenditures, the purchase will be made in accordance to the City of Fort Pierce's purchasing rules and regulations.

Respectfully,

Robert Ridle
Acting Chief of Police

City Commission Regular Meeting **11. h.**

Meeting Date: 06/02/2025

Re: Request Approval of Kimley-Horn & Associates, Inc. Specific Authorization No. 10 for the City of Fort Pierce Comprehensive Vulnerability Assessment FDEP Resilient Florida Grant Agreement

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Kimley-Horn and Associates, Inc. Specific Authorization No. 10 for the City of Fort Pierce Comprehensive Vulnerability Assessment FDEP Resilient Florida Grant Agreement in the amount not to exceed $159,665.00.

SUMMARY:

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 City of Fort Pierce was awarded a Florida Department of Protection (FDEP) Resilient Florida Grant to complete a Comprehensive Vulnerability Assessment (VA) in the amount of $159,655.00.

At the August 5th City Commission Meeting, the Commission approved to enter into an agreement with FDEP for a grant to complete the Comprehensive Vulnerability Assessment (VA). The City of Fort Pierce's Comprehensive Vulnerability Assessment FDEP Grant Agreement No. 24PLN31 was executed by the City on December 16, 2024 and FDEP on January 6, 2025. Grant Agreement Amendment No. 1, which addresses changes from a 24PLN Grant Work Plan to a 25PLN Grant Work Plan Template is also submitted for approval. The completion of the Comprehensive Vulnerability Assessment will be pursued through a Specific Authorization by 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.

RECOMMENDATION:

Staff recommends approval of the Specific Authorization so that the consultant can begin work in order to meet the grant agreement deadlines.

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:
Engineering Department

COORDINATED WITH:
Kimley-Horn and Associates, Inc.
Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Division

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 25/26
Account: 403-4300-534900
Amount: $159,655.00
FISCAL IMPACT:
The FDEP Resilient Florida Grant is a fully reimbursable grant in the amount of $159,665.00.

Attachments

Specific Authorization No. 10
Exhibit A
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/22/2025 04:25 PM
City Manager	Richard Chess	05/23/2025 10:35 AM
Form Started By: Venetia Barnes		Started On: 05/21/2025 10:07 AM
Final Approval Date: 05/23/2025		

SPECIFIC AUTHORIZATION NO. 10
CITY OF FT. PIERCE COMPREHENSIVE VULNERABILITY ASSESSMENT PROFESSIONAL SERVICES

SCOPE OF SERVICES

Pursuant to the "Continuing Contract for RFQ No. 2019-027 – Professional Engineering Services" between the **City of Fort Pierce** (hereinafter referred to as "CITY") and **Kimley-Horn and Associates, Inc.** (hereinafter referred to as "ENGINEER") dated the 23rd day of July 2020 and the First Amendment thereto dated the 4th day of March, 2024 (hereinafter collectively referred to as the "AGREEMENT"), CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY has entered into a Resilient Florida Grant Program grant agreement with the Florida Department of Environmental Protection (FDEP) to complete a Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes 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 a Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes. 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 listed below and described in Exhibit "A", which is attached hereto and incorporated by reference herein:

Acquire Background Data	on or before 03/31/26
Exposure and Sensitivity Analysis	on or before 03/31/26
Identify Focus Areas	on or before 03/31/26
Final Vulnerability Assessment Report	on or before 03/31/26
Public Outreach Meetings and Stakeholder Engagement	on or before 03/31/26
Local Mitigation Strategy	on or before 03/31/26

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 $159,665.00.

Section 4 - CITY's Responsibilities

CITY hereby designates the City Engineer or their 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 on its behalf, effective as of the date hereinabove written.

CITY OF FORT PIERCE, FLORIDA:

By: _____ Date: _____
Linda Hudson, Mayor

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____ Date: 5/21/25
Brian Good, PE, Senior Vice President

APPROVED AS TO FORM & CORRECTNESS:

By: _____ Date: _____
Sara Hedges, City Attorney

EXHIBIT "A"
DETAILED DESCRIPTION OF THE PROJECT
AND
ENGINEER'S SCOPE OF SERVICES

CITY OF FT. PIERCE COMPREHENSIVE VULNERABILITY ASSESSMENT

PROJECT UNDERSTANDING

The City has entered into a Resilient Florida Grant Agreement with the Florida Department of Environmental Protection (FDEP) to complete a comprehensive vulnerability assessment pursuant to Section 380.093, Florida Statutes (F.S.).

SCOPE OF WORK

The City shall hire the Engineer to perform the following key tasks:

Task 1: Acquire Background Data

Description: The Engineer 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 must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types 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, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario-related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if ~~a~~pplicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
    - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Engineer 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 Engineer shall take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios

Deliverables: The Engineer will provide the following:

1.1: A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;

1.2: Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and

1.3: Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.

- GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards, and classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S.
- Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

Task 2: Exposure and Sensitivity Analyses

Description: The Engineer will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying 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 and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

Deliverables: The Engineer will provide the following:

2.1: GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:

- Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
- GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards, and including the appropriate metadata describing the fields or attribution of the analyses results.

Task 3: Identify Focus Areas

Description: The Engineer will identify focus areas following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Engineer 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 Engineer will provide the following:

3.1: A report summarizing the areas identified as focus areas, with justification for choosing each area;

3.2: Tables listing each focus area with any critical assets that are contained inside the focus area;

3.3: Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and

3.4: GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 4: Final Vulnerability Assessment Report

Description: The Engineer will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). 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.

Deliverables: The Engineer will provide the following:

4.1: A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:

- Findings of the gap analysis;
- Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
- A summary of assigned focus areas, if applicable.

4.2: Completed Critical Assets Basic Attributes Schema (Table 3), Critical Assets Groups and Types (Table 4), and VA Results Attribute Scheme (Table 5) consistent with the GIS Data Standards; and

4.3: A signed VA Compliance Checklist Certification (Exhibit I).

Task 5: Public Outreach Meetings and Stakeholder Engagement

Description: The Engineer will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**
  The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Engineer and attendees should be key stakeholders in the project. Prior to the meeting, the Engineer should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

Deliverables: The Engineer will provide the following:

5.1: Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 6: Local Mitigation Strategy

Description: The results of the VA 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 Engineer 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 Engineer will provide the following:

6.1: 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 and annex in the next iteration of the LMS Plan, i.e., the next five-year update; 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 SCHEDULE

The following tasks shall be completed within the number of months indicated below as counted from the date the City issues notice to proceed of this Agreement.

TASK	DESCRIPTION	MONTHS
Task 1.	Acquire Background Data	on or before 3/31/26
Task 2.	Exposure Analysis and Sensitivity Analysis	on or before 3/31/26
Task 3.	Identify Focus Area	on or before 3/31/26
Task 4.	Final Vulnerability Assessment Report	on or before 3/31/26
Task 5.	Public Outreach Meetings and Stakeholder Engagement	on or before 3/31/26
Task 6.	Local Mitigation Strategy	on or before 3/31/26

PROJECT BUDGET

LUMP SUM TASKS		FEE
Task 1.	Acquire Background Data	$ 20,000
Task 2.	Exposure and Sensitivity Analysis	$ 72,000
Task 3.	Identify Focus Area	$ 20,000
Task 4.	Final Vulnerability Assessment Report	$ 35,000
Task 5.	Public Outreach Meetings and Stakeholder Engagement	$ 5,500
Task 6.	Local Mitigation Strategy	$ 7,165
	Total =	$ 159,665

The Engineer will provide those services described in Task 1 through Task 6 on the basis of the lump sum amount listed above.

INFORMATION PROVIDED BY CLIENT

At no cost to the Engineer, the Client shall provide all pertinent data, permits, records, as-built plans, etc. within the Client's possession and required by the Engineer to conduct a thorough and comprehensive study.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VENETIA BARNES, STORMWATER ENGINEER MANAGER, ENGINEERING

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: KIMLEY-HORN AND ASSOCIATES SPECIFIC AUTHORIZATION NO. 8 FOR COMPREHENSIVE VULNERABILITY ASSESSMENT
FDEP GRANT AGREEMENT

CAO RLS FILE: 25-126

DATE: MAY 14, 2025

I have reviewed the above request for legal services (RLS) regarding Specific Authorization (SA) No. 8 with Kimley-Horn and Associates for the comprehensive vulnerability assessment. Per our emails, this SA has been updated to reflect SA No. 10. As noted in the prior memo from this Office (RLS 24-333), Amendment 1 to the FDEP Grant Agreement must be approved by the Commission before SA No. 10 can be approved.

Redlined and clean copies of SA No. 10 and Exhibit A are uploaded. The clean copies are approved as to form and correctness.

Please note, the task deadlines have all been listed as the final end date of the agreement without benchmarks along the way for any of the tasks to be completed. While such is legally permissible, it is recommended you change this in the Specific Authorization and the Exhibit to create hard deadlines for each task to keep the project completion on time and so that it is known when specific tasks will be completed.

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

Thank you.

City Commission Regular Meeting **11. i.**

Meeting Date: 06/02/2025

Re: Approval of Second Amendment to the Amended and Restated MOU for the Smart City Initiative with FPUA

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

---

SUBJECT:

Approval of Second Amendment to the Amended and Restated MOU for the Smart City Initiative with FPUA.

SUMMARY:

A Smart City is a connected urban environment that uses wireless services and networked systems to improve connectivity, enhance public access to information, improve communications capabilities, and automate public services to promote a more efficient, sustainable and innovative community environment. Communities are embracing the use of technology and these "Smart City" concepts to improve the quality of life of their citizens. The City has authorized and encouraged FPUA to provide communications and internet services to Fort Pierce and the surrounding community which will have long-term economic benefits, improve public engagement, increase access to information, provide enhanced communications and wireless connectivity to the people who work, live and vacation in downtown Fort Pierce. The parties desire to amend the 2023 Agreement to further revise the project scope to remove the requirements for smart kiosks and expand the areas to which FPUAnet conduit and fiber optic infrastructure will be installed, extend Wi-FI services, establish a timeline for the additional installation and services, and set the costs.

RECOMMENDATION:

Staff recommends approval of the Second Amendment to the Amended and Restated MOU for the Smart City Initiative with FPUA.

ALTERNATIVES:

Reject request.

RESPONSIBLE STAFF:

DeVoshay Johnson, Deputy City Manager/Interim FPRA Director
Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Jason Mittler, FPUAnet Manager, Fort Pierce Utilities Authority

---

Fiscal Impact

OTHER INFORMATION:

There is no additional cost associated with this amendment.

Attachments

Second Amendment to MOU
Exhibit C1
RLS Memo

Form Review

Inbox	Reviewed By	Date
Deputy City Manager Admin Services	Devoshay Johnson	05/22/2025 10:56 AM
City Manager	Richard Chess	05/23/2025 10:29 AM
Form Started By: Jamal Mosley		Started On: 05/12/2025 04:53 PM
Final Approval Date: 05/23/2025		

SECOND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
FOR THE
DOWNTOWN FORT PIERCE
SMART CITY INITIATIVE

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING FOR THE DOWNTOWN FORT PIERCE SMART CITY INITIATIVE (the **"Second Amendment"**) is entered into by and between the **FORT PIERCE UTILITIES AUTHORITY**, a municipal utility authority created by the charter of the City of Fort Pierce, (**"FPUA**"), and the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "**City of Fort Pierce"**) and the **FORT PIERCE REDEVELOPMENT AGENCY**, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the **"FPRA**") (collectively, the **City of Fort Pierce** and the **FPRA** shall be referred to herein as the **"City"**).

RECITALS

WHEREAS, a Smart City is a connected urban environment that uses wireless services and networked systems to improve connectivity, enhance public access to information, improve communications capabilities, and automate public services to promote a more efficient, sustainable and innovative community environment; and

WHEREAS, in recognition of society's evolution towards an increasingly connected and urbanized society, communities are embracing the use of technology and these "Smart City" concepts to improve the quality of life of their citizens; and

WHEREAS, the City has authorized and encouraged FPUA to provide communications and internet services to Fort Pierce and the surrounding community; and

WHEREAS, the City and FPUA desire to work together and utilize the FPUAnet communication services to implement a Smart City Initiative in downtown Fort Pierce that will have long-term economic benefits, improve public engagement, increase access to information, provide enhanced communications and wireless connectivity to the people who work, live and vacation in downtown Fort Pierce; and

WHEREAS, in furtherance of these efforts, the City and FPUA previously entered into an lnterlocal Agreement for the Downtown Fort Pierce Smart City Initiative effective May 3, 2021 ("2021 Agreement"); the terms of which were subsequently amended pursuant to an Amended and Restated Memorandum of Understanding effective July 11, 2023 ("2023 Agreement"); and

WHEREAS, pursuant to the 2021 Agreement, the City agreed to provide up to $25O,OOO (two-hundred fifty thousand dollars) toward this Downtown Smart City Initiative, which would be funded through the use of the remaining excess funds from the sale of certain tax credits related to the FPUA voluntary cleanup and remediation of the former H.D. King Power Plant site; and

WHEREAS, the 2023 Agreement replaced the 2021 Agreement and revised the project scope, timeline, and costs; and

WHEREAS, the parties desire to amend the 2023 Agreement to further revise the project scope to remove the requirements for smart kiosks and expand the areas to which FPUAnet conduit and fiber optic infrastructure will be installed, extend wi-fi services, establish a timeline for the additional installation and services, and set the costs.

WHEREAS, the parties entered into a First Amendment to the 2023 Agreement on March 11, 2025, to revise the project scope, expand the areas to which FPUAnet conduit and fiber optic infrastructure will be installed, extend wi-fi services, establish a timeline for the additional installation and services, and set the costs ("First Amendment"); and

WHEREAS, the First Amendment depicted the Downtown Fort Pierce wi-fi services coverage area at Exhibit "C"; and

WHEREAS, the 2023 Agreement together with its First Amendment is herein referred to as the "Agreement"; and

WHEREAS, the parties desire to further amend the Agreement with this Second Amendment to extend the Downtown Fort Pierce wi-fi services coverage area to include those areas depicted in Exhibit "C" and additional areas, as now depicted on Exhibit "C-1".

NOW, THEREFORE, in consideration of the above and the mutual covenants and promises contained herein, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Second Amendment.

2. The Agreement is hereby amended to replace Exhibit "C" with the attached Exhibit "C-1". All references to Exhibit "C" in the Agreement are hereby replaced with Exhibit "C-1".

3. This Second Amendment is effective as of the date last signed below. Except as amended hereby, the terms and conditions of the Agreement remain in full force and effect. Any conflict between the provisions of this Second Amendment and the Agreement shall be resolved in favor of the provisions of this Second Amendment.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Memorandum of Understanding as of the dates written below:

ATTEST:

_____
Linda Cox
City Clerk

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara Hedges, City Attorney

ATTEST:

_____
Linda Cox
City Clerk

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163

BY: _____
Linda Hudson, Chair

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara Hedges, City Attorney

ATTEST:

_____
Barbara Bennett, Secretary

FORT PIERCE UTILITIES AUTHORITY, a municipal utility authority created by the charter of the City of Fort Pierce

BY: _____
Frank H. Fee, IV, Chair

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Stefanie A. Beskovoyne, General Counsel

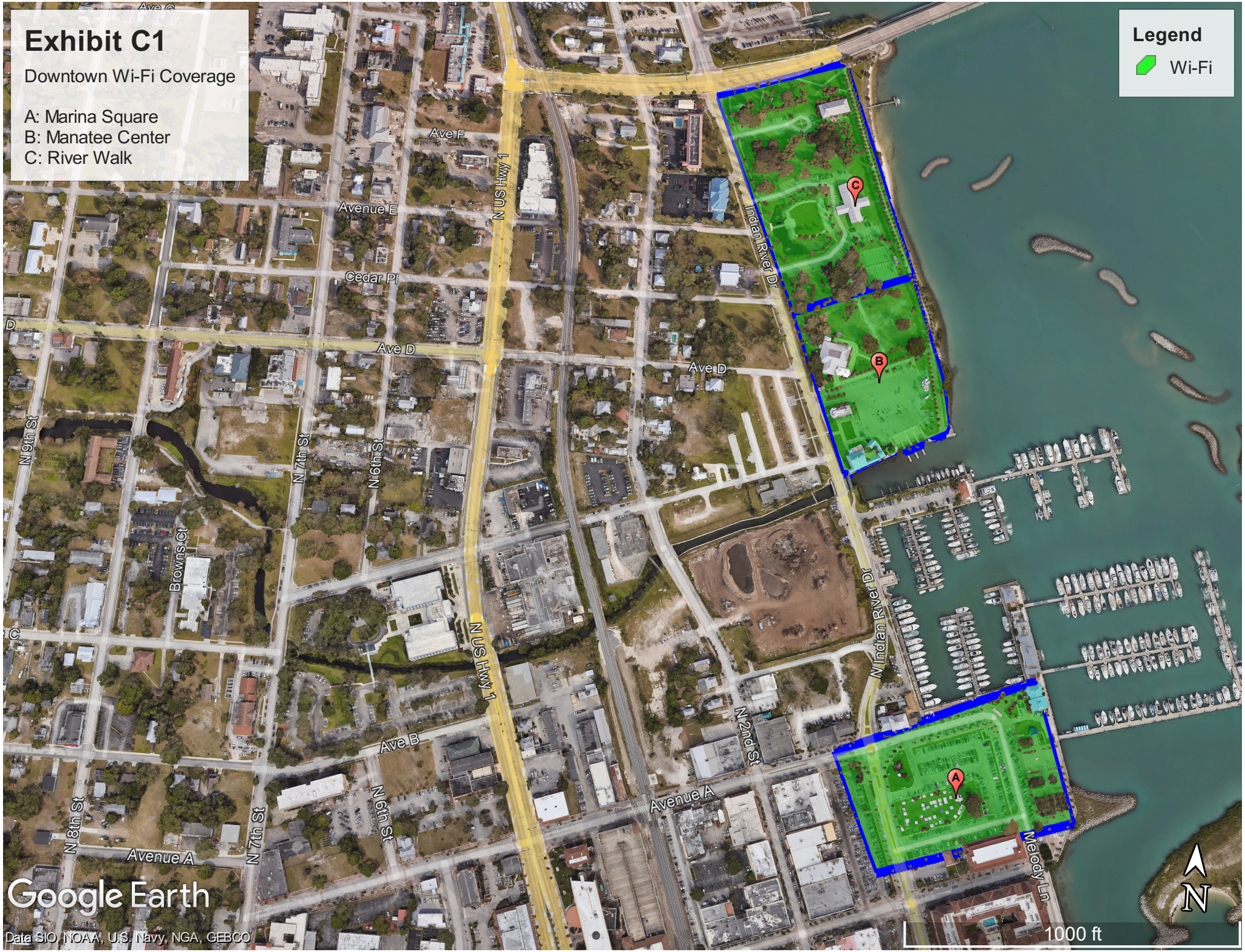


Exhibit C1
Downtown Wi-Fi Coverage
A: Marina Square
B: Manatee Center
C: River Walk
Legend
Wi-Fi
Ave F
Avenue E
Cedar Pl
Ave D
Ave B
Avenue A
N US Hwy 1
Indian River Dr
N 9th St
N 7th St
N 6th St
N 8th St
N 2nd St
Browns Ct
Melody Ln
Google Earth
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
1000 ft
N

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	DEVOSHAY JOHNSON, DEPUTY CITY MANAGER
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	SMART CITY INITIATIVE – SECOND AMENDMENT
CAO RLS FILE:	RLS 25-110
DATE:	APRIL 30, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Second Amendment for the Smart City Initiative with the Fort Pierce Utilities Authority (FPUA). In working with the FPUA's attorney and staff and upon your confirmation the document meets your understanding of the intended coverage area, the Second Amendment language has been finalized. The Second Amendment 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

City Commission Regular Meeting **11. j.**

Meeting Date: 06/02/2025

Re: Approval to Increase Purchase Order #250544 - Jack Hammer Live Audio

Submitted For: Marisa Quijano, Interim Executive Director, Sunrise Theatre

---

SUBJECT:

Approval of Increase of Purchase Order No.250544 - Jack Hammer Audio from $50,000 to $80,000 for monthly sound equipment rental at the Sunrise Theatre.

SUMMARY:

The Sunrise Theatre began renting sound & audio equipment in January 2025 as the equipment that had been used previously became inoperable. The Sunrise Theatre has an ongoing legal conflict with a previous contracted employee. The former staff member installed sound equipment without the consent of the Executive Director at the time. In December 2024, the former employee arrived at the Sunrise Theatre to retrieve his equipment that our venue was still using. Due to the change in leadership, the current staff of the Sunrise Theatre were unaware of the legal procedures they should have taken when the owner of said equipment arrived to uninstall it and pick it up. Enough of the equipment was obtained by its original owner that it left our audio system inoperable. The previous equipment owned by the Sunrise Theatre, that was uninstalled in early 2021 by this former employee, is also inoperable as the equipment is outdated and does not serve the needs of the events booked at the Sunrise Theatre for the 24-25 Season. It is important that the Sunrise Theatre maintains the audio system that we currently have installed as we are contractually obligated to have this specific equipment for upcoming events booked. In the long term, having this equipment saves the Sunrise Theatre money as we no longer have to rent as much audio gear on a per-show basis.

The Sunrise Theatre staff have looked into and received a quote for a lease-to-own agreement for the current equipment installed so that the amount of money spent on this year's rental can go towards ownership of this equipment. In April 2025, we were quoted $105,200 to purchase the equipment currently installed, to be paid in monthly installments. This total price is discounted based on what we have already paid to Jack Hammer Audio. Due to RFP No. 2025-017 for the Sunrise Theatre Operations Concession, the option for lease-to-own has not been looked into further, and we have been advised to continue to rent the equipment. The monthly cost of this rental is $6,720. The cost of purchasing this equipment would be well over $150,000.

In April 2025, the soundboard (a piece of equipment that is owned by the Sunrise Theatre) crashed three hours prior to our concert: Air Supply. The soundboard was over 10 years old and originally purchased used. This product would cost anywhere from $25,000-$30,000 to repurchase new. Due to this emergency, as the band refused to perform without this type of soundboard, we added a soundboard rental to our monthly cost. Our monthly sound rental cost increased to $7,995. We are planning on returning the soundboard during the months of August and September as we have no events booked in our main theater, bringing our rental cost down to $6,720 for the months of August and September.

RECOMMENDATION:

The Sunrise Theatre staff recommends the approval of increasing the PO No. 250544 for Jack Hammer Audio.

ALTERNATIVES:

Deny the increase.

RESPONSIBLE STAFF:

Marisa Quijano, Acting Executive Director
Holland Ryan, Technical Director

COORDINATED WITH:

Finance Department

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025
Account:	4064600534900
Amount:	$30,000

OTHER INFORMATION:

This PO was opened in account 534900 - Contractual Services. Typically, this is an account for our contracted staff. We have other accounts dedicated to Equipment Rental, Audio Gear, and Backline. We will have to move funds from these other accounts into the Contractual Services account in order to increase the Purchase Order. This rental was initiated at the last minute, as an emergency, and had not been budgeted for. It was advised to only open the PO for $50,000 and not to look into purchase due to the uncertainty of the future of the Sunrise Theatre operations. The purchase of updated equipment is noted in our 10-Year Capital Improvement Plan.

Attachments

E-Mail Correspondence
Rental Quote #1
Rental Quote #2
Monthly Rental Cost
Monthly Rental Cost w/Soundboard
Jack Hammer - Lease to Own Quote

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	05/15/2025 10:29 AM
Finance Department	Johnna Morris	05/22/2025 09:48 AM
City Manager	Richard Chess	05/23/2025 10:29 AM
Form Started By: Marisa Quijano		Started On: 05/02/2025 05:44 PM
Final Approval Date: 05/23/2025		

Sunrise Theatre Emergency Sound Equipment

11 messages

Marisa Quijano <srtexec@sunrisetheatre.com> Tue, Nov 26, 2024 at 1:20 PM
To: Linda Cox <lcox@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

Good afternoon Linda,

As you know, we are looking at renting sound equipment for our upcoming shows as what we have has been left inoperable.

We have put together quotes and picked the cheapest option. Assuming we need to rent this equipment for the remainder of the fiscal year, I will have to request a PO for around $65,000. Alternatively, I can request a PO for a 6 month rental which would keep us under that $50,000 threshold.

Since this amount typically needs to be presented to the commission, I am hoping you can approve an emergency requisition for me as our next event is December 6, 2024.

Please let me know what you advise. Thank you for your time and consideration.

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

Box Office Hours: Mon - Fri 10AM-2PM
772.461.4775 | boxoffice@sunrisetheatre.com

Linda Cox <lcox@cityoffortpierce.com> Tue, Nov 26, 2024 at 1:49 PM
To: Marisa Quijano <srtexec@sunrisetheatre.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

Keep it under 50 and work through purchasing please

Linda W. Cox
City Clerk
City of Fort Pierce
772.467.3065

Get Outlook for iOS

From: Marisa Quijano <srtexec@sunrisetheatre.com>
Sent: Tuesday, November 26, 2024 1:20:05 PM
To: Linda Cox <lcox@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>
Subject: Sunrise Theatre Emergency Sound Equipment

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

[Quoted text hidden]

Marisa Quijano <srtexec@sunrisetheatre.com> Tue, Nov 26, 2024 at 1:50 PM
To: Linda Cox <lcox@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

Sounds good. Thank you!

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

[Quoted text hidden]

Gelencia Carter <gcarter@cityoffortpierce.com> Tue, Nov 26, 2024 at 2:50 PM
To: Linda Cox <lcox@cityoffortpierce.com>, Marisa Quijano <srtexec@sunrisetheatre.com>

Thanks Linda.

Marisa, let me know if you require assistance with processing the requisition.

Kind regards,

Gelencia Carter | Purchasing Manager | City of Fort Pierce

Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

From: Linda Cox <lcox@cityoffortpierce.com>
Sent: Tuesday, November 26, 2024 1:49 PM
To: Marisa Quijano <srtexec@sunrisetheatre.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>
Subject: Re: Sunrise Theatre Emergency Sound Equipment

[Quoted text hidden]

Marisa Quijano <srtexec@sunrisetheatre.com> Tue, Dec 10, 2024 at 10:48 AM
To: Gelencia Carter <gcarter@cityoffortpierce.com>

Good morning Gelencia,

I had a question regarding this sound equipment we are renting and how other options could work within the parameters of the purchasing code. I wanted to look into rent-to-owning/leasing the sound equipment so that the amount of money we are spending on this can at least go towards owning the sound system.

Assuming we would have to enter into a contract with the company that would exceed a total of $50,000 in order to rent-to-own, we would have to take this to commission, correct? Are there any other purchasing rules or requirements when it comes to this?

Thanks for your help!

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

[Quoted text hidden]

Marisa Quijano <srtexec@sunrisetheatre.com> Thu, Apr 10, 2025 at 4:11 PM
To: Linda Cox <lcox@cityoffortpierce.com>, Tina Rel <trel@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

Good afternoon,

I am reaching out about the emergency sound/light rentals mentioned in the below emails. We will have to increase both these POs (PO250521 & PO250544) to cover the rest of the rentals for this fiscal year. Are there any steps I need to take prior to adding this agenda item to the next commission meeting?

Thank you for your time and help!

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

On Tue, Nov 26, 2024 at 2:50 PM Gelencia Carter <gcarter@cityoffortpierce.com> wrote:
[Quoted text hidden]

Linda Cox <lcox@cityoffortpierce.com> Thu, Apr 10, 2025 at 4:38 PM
To: Marisa Quijano <srtexec@sunrisetheatre.com>, Tina Rel <trel@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

Hi Marisa. Please work through Finance and Purchasing. There are spending caps.

They may want you to go through the City Manager.

Have a great day!

Linda W. Cox, MBA, CMC, FCRM | City Clerk | City of Fort Pierce
City Clerk's Office
Phone: 772.467.3065 Fax: 772.467.3841 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

Website | Facebook | Survey

"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."

From: Marisa Quijano <srtexec@sunrisetheatre.com>
Sent: Thursday, April 10, 2025 4:12 PM
To: Linda Cox <lcox@cityoffortpierce.com>; Tina Rel <trel@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>
Subject: Re: Sunrise Theatre Emergency Sound Equipment

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

[Quoted text hidden]

Marisa Quijano <srtexec@sunrisetheatre.com> Thu, Apr 10, 2025 at 4:44 PM
To: Linda Cox <lcox@cityoffortpierce.com>
Cc: Tina Rel <trel@cityoffortpierce.com>, Gelencia Carter <gcarter@cityoffortpierce.com>

Thank you Linda!

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

[Quoted text hidden]

Marisa Quijano <srtexec@sunrisetheatre.com> Thu, Apr 10, 2025 at 4:46 PM
To: Johnna Morris <jmorris@cityoffortpierce.com>, Gelencia Carter <gcarter@cityoffortpierce.com>

Good afternoon ladies,

Linda advised me to reach out to you about the matter mentioned in the below email as I will need to increase these equipment POs.

Thank you,

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

---------- Forwarded message ---------
From: **Marisa Quijano** <srtexec@sunrisetheatre.com>
Date: Thu, Apr 10, 2025 at 4:11 PM
Subject: Re: Sunrise Theatre Emergency Sound Equipment
To: Linda Cox <lcox@cityoffortpierce.com>, Tina Rel <trel@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

[Quoted text hidden]

Johnna Morris <jmorris@cityoffortpierce.com> Thu, Apr 10, 2025 at 4:52 PM
To: Marisa Quijano <srtexec@sunrisetheatre.com>, Gelencia Carter <gcarter@cityoffortpierce.com>

Marisa,

Please put the item on the agenda for the Commission to approve the PO. Considering the RFP, I won't be looking into doing anything long-term.

Johnna S. Morris, MBA, CGFO, CPPT | Director of Finance | City of Fort Pierce

Finance Department

Phone: 772.467.3073 ~ Fax: 772.489.2594 ~ 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

[Quoted text hidden]

Marisa Quijano <srtexec@sunrisetheatre.com> Thu, Apr 10, 2025 at 4:56 PM
To: Johnna Morris <jmorris@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

Yes, that's why I only opened the PO for 50k initially, because I had hoped that would hold us over until the RFP was finalized. In regard to the other email I sent you about possibly leasing this, if the rental company agrees to transfer any agreements or contracts to a new owner instead of keeping it with the City...would that change things?

Also, Linda was concerned that there might be a spending cap for something like this? Is that a concern?

Thanks!

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

[Quoted text hidden]

Quote 1

ESTIMATE

Jack Hammer Live Audio
4724 NE 12th Ave
Oakland Park, FL 33334-4802

jackhammerliveaudio@gmail.com
+1 (954) 401-8803

Bill to
City of Fort Pierce Sunrise Theater
117 S 2nd Street
Fort Pierce, FL 34950

Ship to
City of Fort Pierce Sunrise Theater
117 S 2nd Street
Fort Pierce, FL 34950

Estimate details
Estimate no.: 1054
Estimate date: 11/25/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Description Audio Rental**	RENTAL DATE: DECEMBER 1 2024 VENUE: SUNRISE THEATER LOCATION: FORT PIERCE FLORIDA DURATION: MINIMUM 6 MONTHS DURATION STARTING ON 1ST AND ENDING ON LAST DAY OF MONTH IF LESS THAN 6 MONTHS A $1000 PICKUP FEE WILL BE CHARGED CONTACT: HOLLAND RYAN BUYER: PO#:	1	$0.00	$0.00
2.		**Description blank**	ONE TIME CHARGES	1	$0.00	$0.00
3.		**Cabling**	SPEAKER CABLE PACKAGE	1	$800.00	$800.00
4.		**Delivery Peterbilt, Local radius**	DELIVERY TO AND SUPERVISE INSTALL	1	$1,000.00	$1,000.00
5.		**Description blank**	FOH SPEAKERS HANGED FROM VENUE PROVIDED MOTORS	1	$0.00	$0.00
6.		**d&b audio Q1 loudspeaker**	d&b audiotechnik Q Flying frame includes Master link	2	$30.00	$60.00
7.		**d&b audio Q1 loudspeaker**	d&b audiotechnik Q1 loudspeaker with flyware set	16	$180.00	$2,880.00
8.		**d&b audio Q10**	d&b audiotechnik Q10 loudspeaker FRONT FILL	4	$180.00	$720.00

9.	**d&b audio B22**	d&b audiotechnik B2 subwoofer	4	$180.00	$720.00
10.	**d&b audio D12**	d&b audiotechnik D12 amplifier	9	$180.00	$1,620.00
11.	**Indu Electric electrical distribution panel**	Motion Labs Stackable electrical panel indoor rated 6X L14/30 6X Edison 15 Amp Cam Lock loop thru	1	$180.00	$180.00
		Total			**$7,980.00**

Accepted date

Accepted by

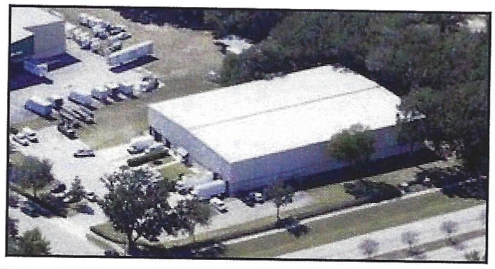
Quote 2

Complete Production Resources
1930 Commerce Oak Ave
Orlando, FL 32808
USA
Phone: (407) 767-5776
Fax: (407) 641-9368

Proposal

Number: 24-2234
Sunrise AUDIO System/FP/12-24

Client	Venue / Site
Sunrise Theatre of the Performing Arts Debbie Soesbe 117 South 2nd Street Fort Pierce, FL 34950	Sunrise Theatre of the Performing Arts Debbie Soesbe 117 South 2nd Street Fort Pierce, FL 34950



Account Manager	Shipping Method	Customer P.O.	Warehouse	Terms	Tax Rule
Kelly Greene	CPR Cartage		CPR	In Advance	Pending

Prep Date	Load In	Show Start	Load Out	Return Date	Discount
12/3/2024 9:00 AM	12/4/2024 11:00 AM			12/31/2024 11:00 AM	

Qty	Description	Note	Time	Rate	Price	Price Ext.
	Audio					
1	Front Fills					
4	D.A.S. ARTEC 526A 720W Dual 6" Powered Speaker					
4	Edison Male to PowerCON Power Cable					
2	PELICAN 1690 Case for D.A.S. Front Fills					
1	L-ACOUSTICS KUDO Array Package					
1	PD-9 MOTION LABS 3-Phase 100-Amp JR Distro					
1	2/0 Feeder Cable Set - 50'					
5	2/0 Cam Feeder Single Wire - 50'					
16	L-ACOUSTICS KUDO Large Format Line Source Speaker Cabinet					
16	NL8 Speaker Cable Jumper - 18"					
4	CPR KUDO Touring Line Array Cart					
4	CPR KUDO Stacked Array Cover					
6	L-ACOUSTICS SB28 High Powered Subwoofer					
3	CPR SB28 Touring Carts					
3	CPR SB28x2 Sub Cover					
2	L-ACOUSTICS K-LIFT KUDO Horizontal Array Frame					
2	L-ACOUSTICS 18MM BUMP3/dV-DOSC/K-LIFT Shackle					
2	LAB GRUPPEN 3x PLM 10000Q Amp Rack					
6	LAB GRUPPEN PLM 10000Q 4-CH DSP Power Amplifier					
2	WHIRLWIND Amplifier I/O Panel (W1-XLR-AES-RJ45-NL8-NL4)					
2	PROCOOL SP480X Rack Quad Fan					
2	VIKING 10-Space Shockmount Triple PLM Amplifier Rack					
2	L-ACOUSTICS K BUMP KUDO Bumper Fly Bar					
4	L-ACOUSTICS 22MM KUDO/ARC/BUMPSUB Shackle					
2	HUBBELL-5 L21-30 Power Cable - 50'					
	Audio Total:					8,740.00

Subtotal:	$8,740.00
Discount:	$0.00
Sales Tax:	$0.00
Convenience Fee:	$0.00
Prep Fees:	$0.00
Del/Pick-Up:	$0.00
Total:	$8,740.00

X _____ _____

Signature Date

X _____

Print

CPR
1930 Commerce Oak Ave
Orlando, FL 32808
USA
Phone: (407) 767-5776
Fax: (407) 641-9368

Number	24-2234
Project	Sunrise AUDIO System/FP/12-24
Account Manager	Kelly Greene
Proposal Date	11/27/2024

Client

Sunrise Theatre of the Performing Arts
Debbie Soesbe
117 South 2nd Street
Fort Pierce, FL 34950
US
Office: 772 461 4884

Venue / Site

Sunrise Theatre of the Performing Arts
Debbie Soesbe
117 South 2nd Street
Fort Pierce, FL 34950
US

Prep Date	Return Date	Status	Terms	Total
12/3/2024 9:00 AM	12/31/2024 11:00 AM	Inquiry	In Advance	$8,740.00

This is a legally binding contract of renting only and not of sale. The undersigned renter agrees that they (the client) is renting the item(s) herein described upon the express condition that it will at all times remain the property of Event Event Productions, Inc. dba Complete Production Resources (CPR).

This Contract shall be deemed made and entered in the State of Florida, and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in Florida shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. In such event, the prevailing party to such dispute shall have the right to be reimbursed by the other party for its reasonable attorneys' fees.

- Prices are valid for 14 days from the proposal date. All prices are subject to change without notice.
- Proposal does not guarantee availability of equipment or labor until signed confirmation is received.
- Proposal is confirmed upon receipt of signed contract(s) and deposit obligations.
- A cancellation charge of 25% of the proposal total is applicable when a confirmation is cancelled with less that 30-days notice; less than 7-days notice a cancellation fee of 50% is applicable; less than 48-hours notice a fee of 100% is applicable. Larger events may be subject to additional charges.
- All rentals are required to be insured with an existing insurance company. An ACORD certificate of insurance naming Complete Production Resources as additional insured is required; it must indicate all risk property coverage for an amount equal to, or greater than, the equipment rented. This policy is to only cover said rented equipment at the designated event location. This must be forwarded to our office no later than 48-hours prior to the rental start date.
- Any change in location, times or scope of work may result in increased expenses, in which a CPR representative will endeavor to discuss with the on-site client representative at the time the change is requested. In the event the performance exceeds the scheduled ending time, Client agrees to pay CPR any overtime charges incurred.
- Client must provide 24-hour security of equipment during rental period.
- Client is to return all rental items in the condition as Client received them. Client will notify at once to a CPR representative any item found to be not functioning normally or missing.
- Client will pay promptly, when due, all charges or charges which accrue because of this rental, including damages, late fees and to include any lost or stolen items to said rental items including damages to, said items. In the event the Client fails to return the said items at the time specified within this contract, or fails to abide by any of the other terms of this contract, CPR may repossess said items without prior notice to the Client. CPR is hereby released from all claims or charges arising there from.
- All charges are based on the time items are in Client's possession whether in use or not, including all travel days. CPR is in no way held responsible for accidents, injuries or loss of income caused directly or indirectly by use of said items.

Client shall pay CPR as follows:
- A deposit totaling the amount to be determined by CPR upon the return of this agreement. This deposit is NON-REFUNDABLE.
- Balance of total due less deposit amount (if any). This payment must be sent to CPR or presented to the CPR representative upon delivery of said items, prior to performance, day of show in CHECK or CERTIFIED FUNDS unless other terms have been arranged.
- All checks payable to Complete Production Resources and remit to 1930 Commerce Oak Ave; Orlando, FL 32808
- All major credit cards are accepted, including: American Express, Visa, Master card, and Discover (service charges are applicable).
- All fees incurred in collecting a past due account will be the responsibility of the purchaser. A $35.00 service fee will be charged for any checks not honored by your bank. Accounts over 30 days past due may be put on credit hold. Accounts over 60 days past due may be referred for collection and the account status with CPR may be terminated.

By signing below you are accepting Complete Production Resources' Terms and Conditions, which can be viewed at the following website: http://www.completeproductionresources.com/terms/.

Date: _____ Date: _____

Client Signature: _____ Company Signature: _____

Name/Title: _____ Name/Title: _____

INVOICE

Jack Hammer Live Audio
4724 NE 12th Ave
Oakland Park, FL 33334-4802

jackhammerliveaudio@gmail.com
+1 (954) 401-8803

Bill to
City of Fort Pierce Sunrise Theater
117 S 2nd Street
Fort Pierce, FL 34950

Invoice details
Invoice no.: 1104
Terms: Due on receipt
Invoice date: 03/28/2025
Due date: 03/28/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Description Audio Rental**	RENTAL DATE: APRIL 1 2024 VENUE: SUNRISE THEATER LOCATION: FORT PIERCE FLORIDA DURATION: 1 MONTH MINIMUM 6 MONTHS DURATION STARTING ON 1ST AND ENDING ON LAST DAY OF MONTH IF LESS THAN 6 MONTHS A $1000 PICKUP FEE WILL BE CHARGED CONTACT: HOLLAND RYAN BUYER: PO#:	1	$0.00	$0.00
2.		**Description blank**	FOH SPEAKERS HANGED FROM VENUE PROVIDED MOTORS	1	$0.00	$0.00
3.		**d&b audio Q1 loudspeaker**	d&b audiotechnik Q Flying frame includes Master link	2	$30.00	$60.00
4.		**d&b audio Q subwoofer**	d&b audiotechnik Q Subwoofer	2	$180.00	$360.00
5.		**d&b audio Q1 loudspeaker**	d&b audiotechnik Q1 loudspeaker with flyware set	16	$180.00	$2,880.00
6.		**d&b audio Q10**	d&b audiotechnik Q10 loudspeaker FRONT FILL	4	$180.00	$720.00
7.		**d&b audio B22**	d&b audiotechnik B2 subwoofer	4	$180.00	$720.00
8.		**d&b audio D12**	d&b audiotechnik D12 amplifier	10	$180.00	$1,800.00

9.	**Indu Electric electrical distribution panel**	Motion Labs Stackable electrical panel indoor rated 6X L14/30 6X Edison 15 Amp Cam Lock loop thru	1	$180.00	$180.00

Total **$6,720.00**

Ways to pay

Jack Hammer Live Audio ACH information
Truist Bank
Routing 061000104
Account 1000101256930
Business checking
Wire transfers will incur a fee and require prior arrangement

PO# 250544

406 4600 5 44 11 0

INVOICE

Jack Hammer Live Audio
4724 NE 12th Ave
Oakland Park, FL 33334-4802

jackhammerliveaudio@gmail.com
+1 (954) 401-8803

Bill to
City of Fort Pierce Sunrise Theater
117 S 2nd Street
Fort Pierce, FL 34950

Invoice details
Invoice no.: 1121
Terms: Due on receipt
Invoice date: 05/01/2025
Due date: 05/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Description Audio Rental**	RENTAL DATE: MAY 1 2025 VENUE: SUNRISE THEATER LOCATION: FORT PIERCE FLORIDA DURATION: 1 MONTH MINIMUM 6 MONTHS DURATION STARTING ON 1ST AND ENDING ON LAST DAY OF MONTH CONTACT: HOLLAND RYAN BUYER: PO#:	1	$0.00	$0.00
2.		**Yamaha CL5**	Yamaha CL5 mixing console, no cabling requested WEEK Rate $ 425.00 3 WEEK month $ 1275.00 Venue has Rio Racks	1	$1,275.00	$1,275.00
3.		**Description blank**	FOH SPEAKERS HANGED FROM VENUE PROVIDED MOTORS	1	$0.00	$0.00
4.		**d&b audio Q1 loudspeaker**	d&b audiotechnik Q Flying frame includes Master link	2	$30.00	$60.00
5.		**d&b audio Q subwoofer**	d&b audiotechnik Q Subwoofer	2	$180.00	$360.00
6.		**d&b audio Q1 loudspeaker**	d&b audiotechnik Q1 loudspeaker with flyware set	16	$180.00	$2,880.00
7.		**d&b audio Q10**	d&b audiotechnik Q10 loudspeaker FRONT FILL	4	$180.00	$720.00

8.	**d&b audio B22**	d&b audiotechnik B2 subwoofer	4	$180.00	$720.00
9.	**d&b audio D12**	d&b audiotechnik D12 amplifier	10	$180.00	$1,800.00
10.	**Indu Electric electrical distribution panel**	Motion Labs Stackable electrical panel indoor rated 6X L14/30 6X Edison 15 Amp Cam Lock loop thru	1	$180.00	$180.00

Total **$7,995.00**

Ways to pay

Jack Hammer Live Audio ACH information
Truist Bank
Routing 061000104
Account 1000101256930
Business checking
Wire transfers will incur a fee and require prior arrangement

PO # 250544

ESTIMATE

Jack Hammer Live Audio
4724 NE 12th Ave
Oakland Park, FL 33334-4802

jackhammerliveaudio@gmail.com
+1 (954) 401-8803

Bill to
City of Fort Pierce Sunrise Theater
117 S 2nd Street
Fort Pierce, FL 34950

Estimate details
Estimate no.: 1106
Estimate date: 04/15/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Description Audio Rental**	EQUIPMENT PURCHASE ESTIMATE VENUE: SUNRISE THEATER LOCATION: FORT PIERCE FLORIDA DURATION: 12 MONTHS MONTHLY PAYMENT DUE: $8,766.67 TERMS: PAYMENT DUE 1st of EACH MONTH CONTACT: HOLLAND RYAN BUYER: PO#:	1	$0.00	$0.00
2.		**Description blank**	Equipment remains property of JHLA until all payments are completed If Buyer desires to end payments, no refunds will be given and Jack Hammer Live Audio will take full possession of equipment All maintenance is the sole responsibility of buyer PLEASE NOTE: This d&b model line has been discontinued for many years, and spare parts and repairs may be difficult in the coming years. In some cases used may be the only option	1	$0.00	$0.00
3.		**Cabling**	SPEAKER CABLE PACKAGE (4) L14/30 10ft @ $30.00 $ 120.00 (1) Cam Lok jumper 10ft @ $ 400.00 (4) NL8 cable 75ft @ $300.00 $1200.00 (8) NL8-(4) NL4 break @ 85.00 $ 680.00 (2) NL4 50ft @100.00 $ 200.00 (2) 25ft NL4 @ 55.00 $ 110.00 (2) 50ft Stereo XLR @ 80.00 $ 160.00	1	$800.00	$800.00

4.	**Description blank**	FOH SPEAKERS HANGED FROM VENUE PROVIDED MOTORS	1	$0.00	$0.00
5.	**d&b audio Q1 loudspeaker**	d&b audiotechnik Q Flying frame includes Master link	2	$400.00	$800.00
6.	**d&b audio Q subwoofer**	d&b audiotechnik Q Subwoofer	2	$1,500.00	$3,000.00
7.	**d&b audio Q1 loudspeaker**	d&b audiotechnik Q1 loudspeaker with flyware set ALREADY ONSITE	16	$2,400.00	$38,400.00
8.	**d&b audio Q1 loudspeaker**	d&b audiotechnik Q1 loudspeaker with flyware set SPARE	3	$2,400.00	$7,200.00
9.	**d&b audio Q10**	d&b audiotechnik Q10 loudspeaker FRONT FILL	4	$2,400.00	$9,600.00
10.	**d&b audio C7 TOP**	d&b audiotechnik C7 TOP Point Source loudspeaker 70X40 THESE ARE NOT ONSITE BUT HOLLAND HAS MENTIONED ADDING A PAIR FOR ON TOP OF THE SUBS	2	$3,500.00	$7,000.00
11.	**d&b audio B22**	d&b audiotechnik B2 subwoofer (ALREADY ONSITE)	4	$2,400.00	$9,600.00
12.	**d&b audio B22**	d&b audiotechnik B2 subwoofer (SPARE)	1	$2,400.00	$2,400.00
13.	**d&b audio Q1 loudspeaker**	d&b audiotechnik Q PARTS (2) d&b 10 inch driver (2) d&b HF diaphram	4	$150.00	$600.00
14.	**d&b audio D12**	d&b audiotechnik D12 amplifier In 2 racks of 4 with patch panels in and out 1 rack of 2 has no patch panels	10	$2,400.00	$24,000.00
15.	**Indu Electric electrical distribution panel**	Motion Labs Stackable electrical panel indoor rated 6X L14/30 6X Edison 15 Amp Cam Lock loop thru	1	$1,800.00	$1,800.00
		Total			**$105,200.00**

Accepted date **Accepted by**

City Commission Regular Meeting **11. k.**

Meeting Date: 06/02/2025

Re: Forerunner Software Three (3) Year Contract, Request to Use Building Department Funds

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval of expenditure of Building Department funds in the amount of $153,000.00 to renew the Forerunner Software proposal for a three (3) year term.

SUMMARY:

Forerunner software is offering a discount for a three (3) year renewal when paid upfront. Improvements and new services include publicly available information, bilingual support on public websites, new table views, and managing and tracking the full mailing process for public outreach and other new services. A savings of five thousand dollars is available when the three (3) year renewal is paid upfront. These services are for Milestone inspections for $5,500 per year; Repetitive loss for $5,500 per year; and Mailing records for $2,000 per year, for a total of $153,108.00. The base license for 2025-28 would be $114,108 and will include mobile offline mode.

The Building Department has been using Forerunner since the original RFP was approved in 2023 and the original MSA is attached for background information. Forerunner is a sole-source provider that offers software that the Building Department uses on a daily basis for the performance of flood reviews, tracking of substantial improvement and substantial damage, review and retention of Elevation Certificates and tracking of flood inquiries for compliance with flood and CRS program requirements. A public link is also provided for property owners to search for properties and respective flood zones. Forerunner is used as our post-storm damage assessment program and all damage reports and photos are stored within Forerunner. This information is the basis of what is reported to FEMA and the Florida Department of Emergency Management. Forerunner is utilized to log and track all activities and due dates for the Florida Building Code required condo milestone inspections. All Phase 1 and Phase 2 inspection reports are stored in Forerunner for archival purposes and are available to the public. As part of the Community Rating System (CRS), the city is required to map repetitive loss areas and send annual repetitive loss area mailers to all property owners within a repetitive loss area. Forerunner is used for this function and with this renewal, we will being using Forerunner for mailings as well. Their software provides proof of mailing, tracking and receipt of mail.

RECOMMENDATION:

Staff recommends approval of request to use Building Department funds to renew the Forerunner Software Contract for a three (3) year term.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:
Paul Thomas, CBO, CFM, Director of Building

COORDINATED WITH:
Shaun Coss, CFM, Assistant Director of Building

Fiscal Impact

Budgeted Y/N: y
Fiscal Year: 2025
Account: 4202902-534900
Amount: 153,000
FISCAL IMPACT:
The Building Department's Enterprise Fund would be used 4202902-534900 Contracted Services.

Attachments

Forerunner Proposal
2023 Executed MSA

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	04/30/2025 10:59 AM
Building	Shaun Coss	05/09/2025 04:57 PM
Finance Department	Johnna Morris	05/22/2025 09:50 AM
City Manager	Richard Chess	05/23/2025 10:28 AM
Form Started By: Karen Murphy		Started On: 04/29/2025 09:52 AM
Final Approval Date: 05/23/2025		

FORERUNNER

Fort Pierce, FL
2025-26 Renewal Conversation

withforerunner.com



Agenda

1 **Partnership Overview**
2 **Future Opportunities**
3 **New and Upcoming Features**
4 **Renewal Logistics**

Agenda

1 **Partnership Overview**
2 **Future Opportunities**
3 **New and Upcoming Features**
4 **Renewal Logistics**

RECAP

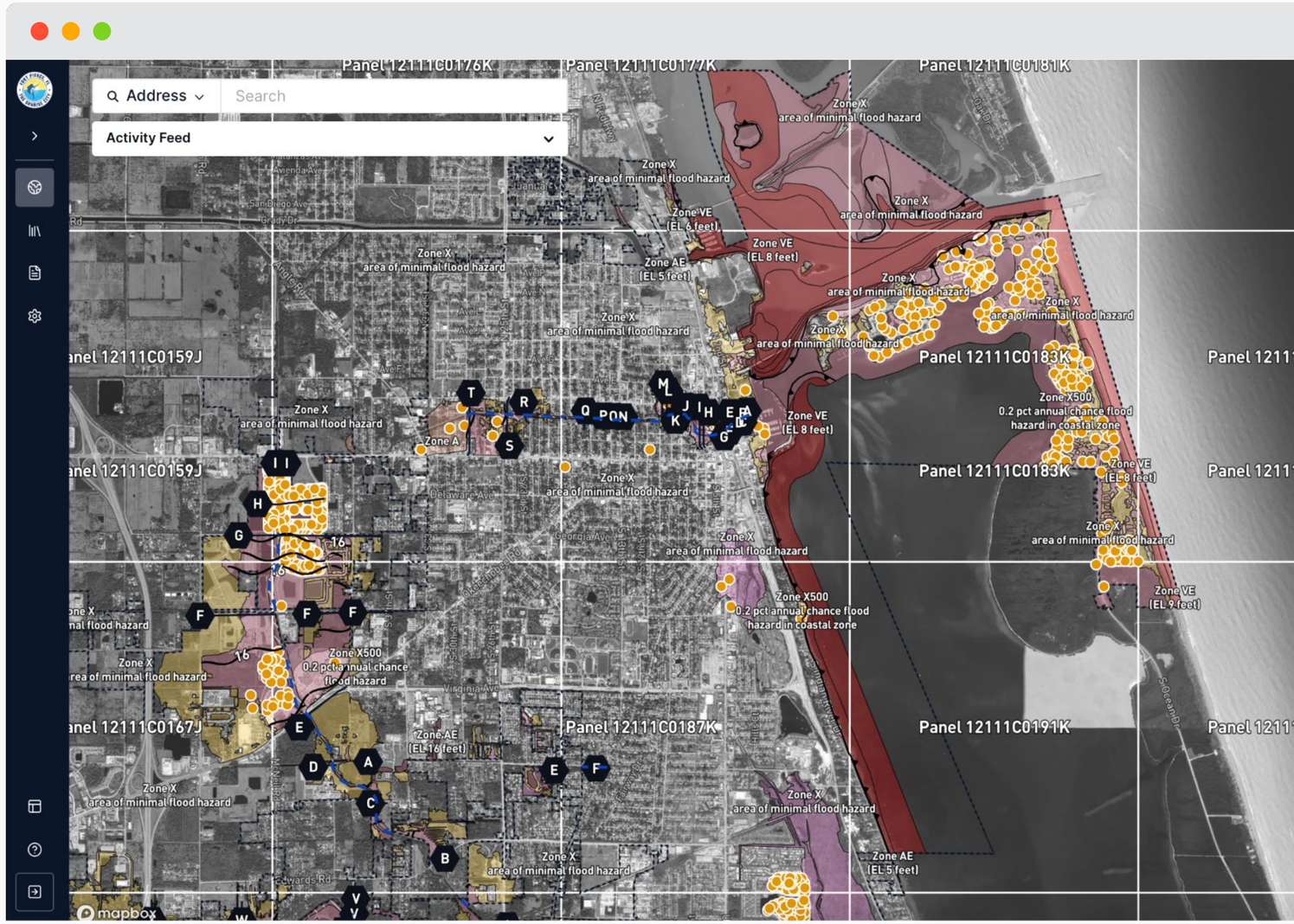
Fort Pierce’s Forerunner Usage (April 2024 - present)

Statistics

- **375 ECs** uploaded *[1,381 uploaded to date]*
- **417 Substantial Improvements** added
- **9,669 Internal Actions** including: searching addresses, adding data, viewing documents, and editing submissions

Achievements

- Leveraged Forerunner mobile application for **29** Preliminary Damage Assessments
- Added **51** Milestone Inspections to the platform
- Improved public website experience with **public website tooltips**
- Partnered with Forerunner to create a **custom flood information brochure**
- Provided our team **valuable product feedback** to improve the Forerunner platform!



Agenda

1 Partnership Overview
2 **Future Opportunities**
3 New and Upcoming Features
4 Renewal Logistics

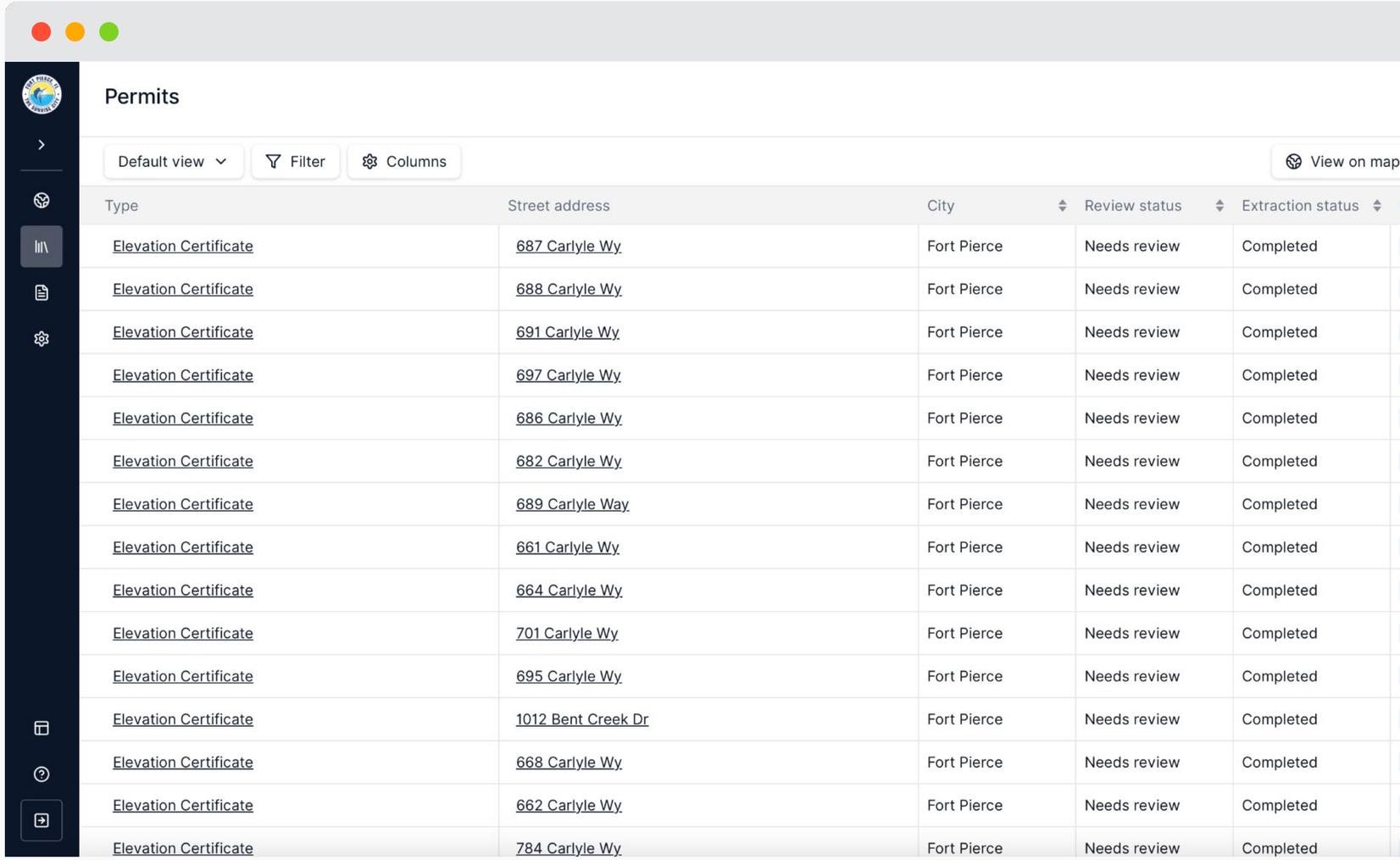
2025/26

Future Opportunities

- **Streamline Elevation Certificate Review** by incorporating fields from the City's flood review spreadsheet into Forerunner EC Record type.

- **Increase Public Website Awareness** by partnering with Forerunner to create promotional materials.

- **Easily Manage your RL Properties** by adding Forerunner to your ISAA and getting started with the Repetitive Loss Data Module



Type	Street address	City	Review status	Extraction status
Elevation Certificate	687 Carlyle Wy	Fort Pierce	Needs review	Completed
Elevation Certificate	688 Carlyle Wy	Fort Pierce	Needs review	Completed
Elevation Certificate	691 Carlyle Wy	Fort Pierce	Needs review	Completed
Elevation Certificate	697 Carlyle Wy	Fort Pierce	Needs review	Completed
Elevation Certificate	686 Carlyle Wy	Fort Pierce	Needs review	Completed
Elevation Certificate	682 Carlyle Wy	Fort Pierce	Needs review	Completed
Elevation Certificate	689 Carlyle Way	Fort Pierce	Needs review	Completed
Elevation Certificate	661 Carlyle Wy	Fort Pierce	Needs review	Completed
Elevation Certificate	664 Carlyle Wy	Fort Pierce	Needs review	Completed
Elevation Certificate	701 Carlyle Wy	Fort Pierce	Needs review	Completed
Elevation Certificate	695 Carlyle Wy	Fort Pierce	Needs review	Completed
Elevation Certificate	1012 Bent Creek Dr	Fort Pierce	Needs review	Completed
Elevation Certificate	668 Carlyle Wy	Fort Pierce	Needs review	Completed
Elevation Certificate	662 Carlyle Wy	Fort Pierce	Needs review	Completed
Elevation Certificate	784 Carlyle Wy	Fort Pierce	Needs review	Completed

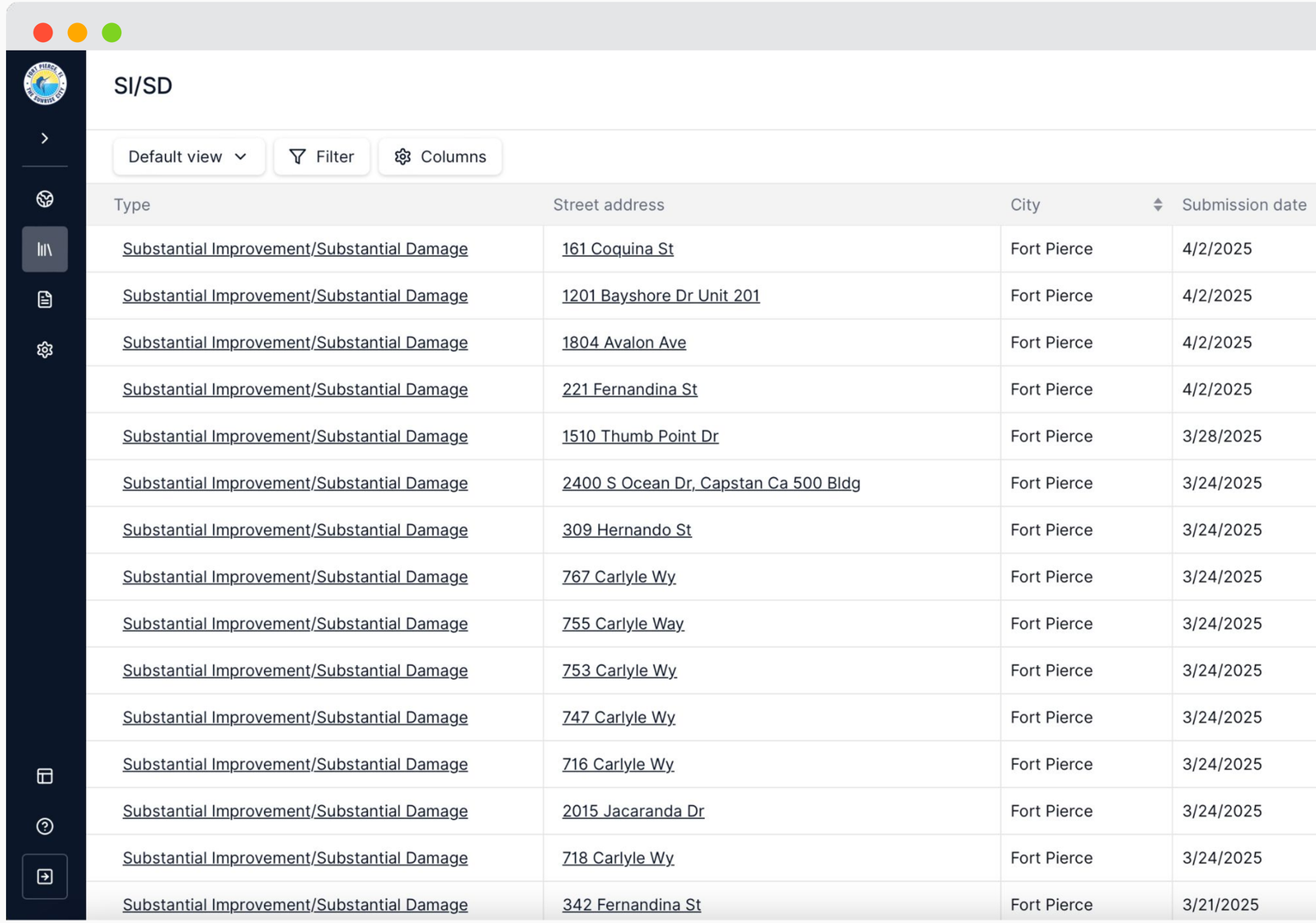
Agenda

1 Partnership Overview
2 Future Opportunities
3 **New and Upcoming Features**
4 Renewal Logistics

COMING SOON

New and Upcoming Features

- **Keeping Submissions Open [new]:** Requested update from the Fort Pierce team.
- **SI/SD Table View [new]:** View individual SI/SD entries in a table view.
- **Mailing Record Table View [new]:** View mailings records in our table view.
- **Resident flood submissions [new]:** Allow the public to submit high water marks and other flood data through Forerunner.
- **Publicly Available Saved Views [upcoming]:** Provides residents the ability to filter select internal saved views.
- **Spanish-language Support on Public Websites [upcoming]:** Translate the Forerunner public website into Spanish for your residents.

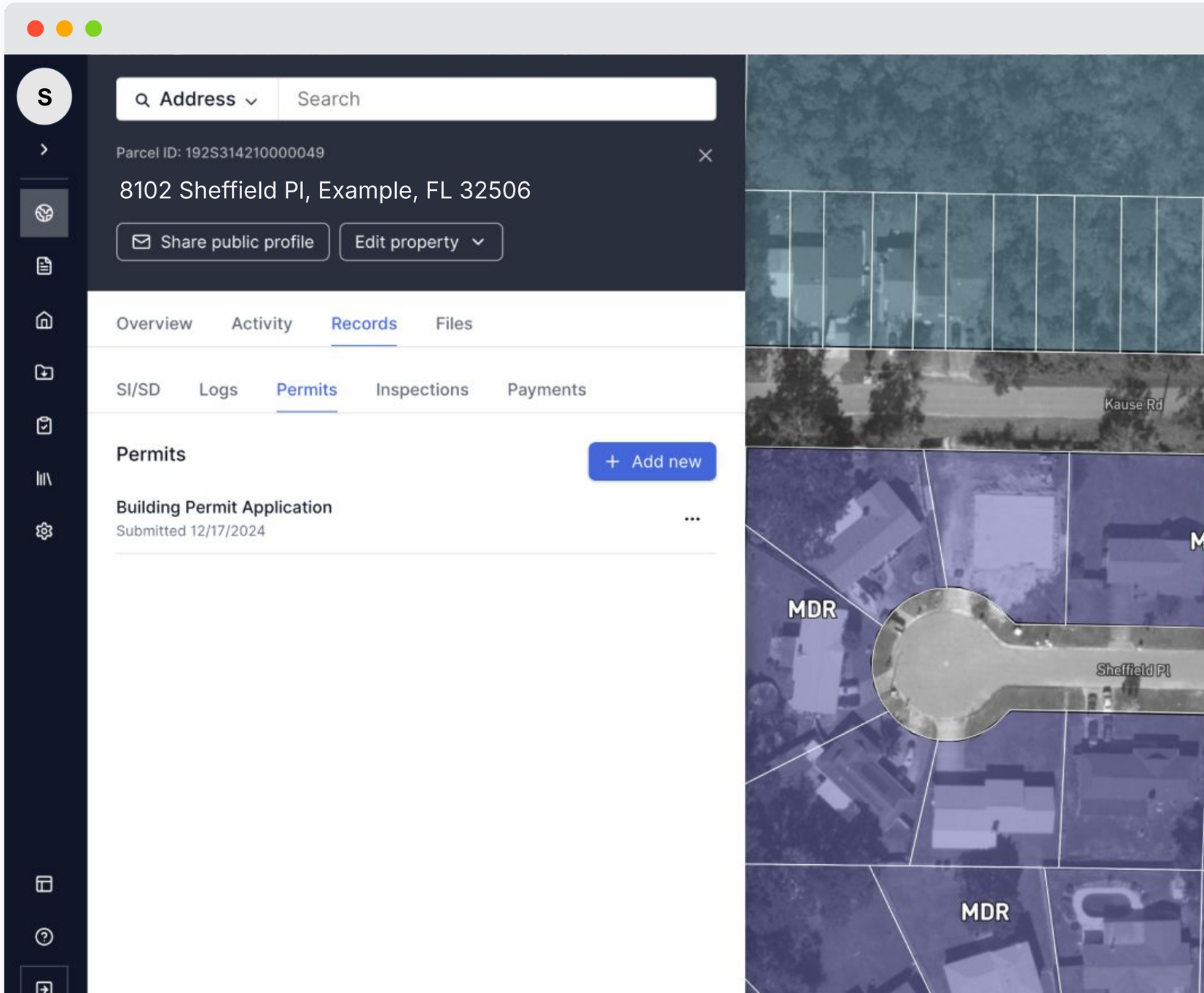


COMING SOON

Manage more work streams

*additional purchase required

- **Mailings:** Manage and track the full mailing process using Forerunner.
- **Code Enforcement:** Track violations, organize inspections, and centralize documentation to resolve issues faster.
- **Infrastructure and Asset Management:** Centralize data for roads, utilities, public facilities, and other key assets.
- **Permits:** Collect permits, capture inspections, and save critical documentation.



FORERUNNER

Agenda

1 Partnership Overview
2 Future Opportunities
3 New and Upcoming Features
4 Renewal Logistics

Proposals

License Renewal: 1 Year Term

Fort Pierce, FL

FEES	
Base License: 2025-26	$38,087
**includes mobile offline mode*	
Modules:	
Milestone Inspections	$5,500/year
Repetitive Loss	$5,500/year
Mailings Record:	$2,000/year
Total	**$ 51,087**

Proposals

License Renewal: 3 Year Term (Paid Annually)

Fort Pierce, FL

FEES

Base License: 2025-26	~~$38,087~~ $37,049
Base License: 2026-27	~~$41895~~ $39,642
Base License: 2027-28	~~$46,085~~ $42,417

**all years include mobile offline mode*

Modules:

Milestone Inspections	$5,500/year
Repetitive Loss	$5,500/year
Mailings Record:	$2,000/year

Total	**~~$165,067~~ $158,108**

Proposals

License Renewal: 3 Year Term (Paid Upfront)

Fort Pierce, FL

FEES

Base License: 2025-28 **includes mobile offline mode*	~~$119,108~~ $114,108
Modules:	
Milestone Inspections	$5,500/year
Repetitive Loss	$5,500/year
Mailings Record:	$2,000/year
Total	**~~$158,108~~ $153,108**

FORERUNNER

Thank you!

Questions? Email me at:
ryan@withforerunner.com

FORERUNNER

Master Services Agreement & Statement of Work

City of Fort Pierce, FL
6/30/2023

Table of Contents

Master Services Agreement

1. Definitions.
2. Forerunner Software Services.
3. Customer Responsibilities; Restrictions; and Suspension.
4. Fees; Payment Terms; Taxes; Customer Acknowledgement.
5. Term; Automatic Renewal; Termination.
6. Intellectual Property and Ownership
7. Publicity and Marketing.
8. Confidential Information.
9. Representations and Warranties.
10. Disclaimer of Warranties.
11. Indemnification.
12. Limitation of Liability.
13. Dispute Resolution.
14. Notices.
15. Miscellaneous.

Statement of Work

1. Services.
2. Customization.
3. Support.
4. Onboarding.
5. Software.

Master Services Agreement

This Master Services Agreement ("**Agreement**"), effective as of 6/30/2023 ("**MSA Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and the City of Fort Pierce, a Florida municipality.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Defined terms have the meanings set forth in this Paragraph 1. Definitions and elsewhere in this Agreement and any Statement of Work attached to this Agreement and incorporated herein when capitalized. These terms may be read in singular, plural, or an alternative tense as the context requires.
    a. **Affiliate** means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
    b. **Applicable Law** means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
    c. **Authorized User** means an Affiliate, employee or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Services.
    d. **Confidential Data Sets** means any sets of data or content originally created or developed by Forerunner or the Software, which may include, but is not limited to, sets of data in which Extracted Data is an input, combined or aggregated with, or augmented by other data or content that is not Extracted Data.
    e. **Confidential Information** means, without limitation, business, technical, and/or financial information relating to the Disclosing Party, regardless of the form and whether or not marked or otherwise identified as "Confidential." With respect to Forerunner, Confidential Information also means the Services, Confidential Data Sets, and any and all source code relating thereto, as well as documentation and non-public information or material regarding Forerunner's legal or business affairs, financing, customers, properties or data. With respect to the Customer, Confidential Information means any non-public information or material regarding Customer's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and it so documents; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party. Notwithstanding any of the foregoing, Confidential Information does not include information which constitutes public record according to applicable federal and state law.
    f. **Customer Data** shall mean the Customer Materials and Extracted Data, collectively.
    g. **Customer Materials** means all materials and other content provided by Customer to Forerunner to enable the provision of the Services.
    h. **Extracted Data** means all information, data, and other content that is extracted or collected by Forerunner solely from the Customer Materials or otherwise from the Customer through the Services and is not combined or aggregated with or augmented by data or content that is not Extracted Data.
    i. **Forerunner Intellectual Property** means:

1. The Software used by Forerunner to provide the Services, including all Updates, revisions, derivatives, improvements and modifications thereto.
2. The hardware, software, databases, networks, cloud or other hosted solutions, or other information technology infrastructure used by or on behalf of Forerunner in performing the Services (the "**Forerunner Information Technology Infrastructure**").
3. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner creates, derives from, provides or uses in connection with the Services, and, any other information or materials that otherwise comprise or relate to the Services, including but not limited to any Confidential Data Sets.
4. Any models, analyses, analytics, algorithms, and machine learning applications created or developed by Forerunner that incorporate, in whole or in part, the Confidential Data Sets and/or Extracted Data.
5. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner provides in connection with the Services designates as confidential, proprietary or trade secret information and/or as exempt from public disclosure.

j. **Forerunner Representatives** mean Forerunner's employees, officers, directors, agents, independent contractors, service providers, subcontractors.

k. **Integration Agreement** means the agreement, if applicable, governing any integrations with Third Party Applications.

l. **Intellectual Property Rights** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

m. **Services** means the services provided or required to be provided according to this Agreement, as well as any Statements of Work attached to this Agreement and incorporated by reference.

n. **Software** means Forerunner's computer software and all Updates made available by Forerunner to Customer under this Agreement, including Confidential Data Sets.

o. **Statement of Work (SOW)** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.

p. **Term** means the Initial Term and any Renewal Terms.

q. **Third Party Provider** means third parties, including other Vendors, state agencies and local agencies that control products and/or databases with which Forerunner Services are to be interfaced and whose engagement has been pre-approved by Forerunner. Before engaging with a Third Party Provider, Customer agrees to obtain prior approval by Forerunner.

r. **Updates** means any and all new releases, new versions, patches and other updates for the Services that Forerunner makes generally available without additional charge to other customers of its Services.

s. **Vendors** means third parties with whom Forerunner contracts to provide components of the Services and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).

2. **Forerunner Software Services.**

a. Subject to this Agreement, Forerunner will use commercially reasonable efforts to provide the Forerunner Services described in the Statement of Work attached to this Agreement and incorporated herein by reference, and in any additional SOWs that may be entered into by the parties from time to time and which incorporate this Agreement by reference (collectively, the "Services").

b. Forerunner may make changes or updates to the Services that it deems necessary or useful to: (a) maintain or enhance the quality, delivery, cost efficiency or performance of the Services; and/or (b) comply with any Applicable Law, statute, regulation or other governmental rule or requirement ("Law").

c. Forerunner may also make other changes and updates as it deems necessary, provided that such changes do not materially derogate the overall quality of the Services. Forerunner does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon ten (10) days written notice, terminate its support for any software or equipment that Forerunner determines is incompatible with the operation of the Services.

d. Other than with respect to reasonable costs incurred to provide updated versions of Forerunner Services, all Updates or updated versions provided by Forerunner during the Term of this Agreement are deemed part of the Services and are subject to all applicable terms and conditions in this Agreement. Customer agrees to pay for reasonable costs, if any, incurred to achieve compliance with laws, statutes, regulations, and/or other governmental rules.

e. The parties acknowledge and agree that Forerunner may engage Vendors to perform Services subject to applicable federal and state laws. Vendors will be subject to provisions detailed in this Master Services Agreement and any Statement of Work attached and incorporated by reference.

f. In accordance with §448.095, Florida Statutes, Forerunner 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 or vendors 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 or vendor during the term of this Agreement. If Forerunner enters into a contract with a subcontractor or vendor performing work or providing services on its behalf, Forerunner shall also require the subcontractor or vendor to provide an affidavit stating that the subcontractor or vendor 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 shttp://www.dhs.gov/E-Verify. Forerunner shall, upon request, provide evidence of compliance with this provision to the Customer.

3. **Customer Responsibilities; Restrictions; and Suspension.**

a. **Responsibilities.** Customer will be responsible for and is required to obtain and maintain an information technology infrastructure necessary to connect to, access, or otherwise use the Services, including, without limitation, hardware, software, operating systems, networks, databases, and web servers and/or any other information technology infrastructures necessary to connect to, access, or otherwise use the Services. However, notwithstanding any provision herein, nothing in this Agreement and any Statement of Work attached shall require Customer to fail to comply with all applicable records retention requirements and public records laws.

b. **In addition, Customer shall**:

i. Have sole responsibility for the accuracy; legality; and rights to use, obtain, and share with Forerunner all Customer Materials and any data or information contained therein.

ii. Ensure that its Authorized Users shall securely manage their respective password(s) for access to the Service and any user IDs, passwords, and other access credentials for the Services are kept strictly confidential and not shared with any unauthorized person.

iii. Promptly notify Forerunner of any breach of security or unauthorized use of its account.

iv. Comply with all applicable local, state, federal and foreign laws in using the Services.

c. **Restrictions.**

i. As a condition to receiving the Services, and in addition to any other obligations set forth in a properly executed SOW, Customer may only use the Services in furtherance of its internal government operations, and not for the use by, or benefit of, any third party.

ii. Customer shall use the Services solely for itself and its Affiliates' government purposes as contemplated by this Agreement for itself and its Affiliates.

iii. Customer shall not license, sell, resell, lease, transfer, distribute, or otherwise commercially exploit or make the Services or Forerunner Intellectual Property available to any third party.

iv. Customer shall not modify, translate or create derivative works based on the Services or Forerunner Intellectual Property.

v. Customer shall not alter or remove any proprietary rights, notices or marks in the Services or Forerunner Intellectual Property, or use the Services or Forerunner Intellectual Property in any way or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of Forerunner and/or any third party.

vi. Customer shall not send via the Services, or store within the Services, any unlawful, offensive or tortious material, including, without limitation, hate speech or discriminatory content.

vii. Customer shall not imitate or impersonate another person, or his, her or its email or other address or contact information.

viii. Customer shall not create false accounts for the purposes of sending unsolicited messages (spam).

ix. Customer shall not send messages to individuals who have asked not to receive future messages from Customer (opted out).

x. Customer shall not send, upload to, or store within the Services any viruses, worms, time bombs, Trojan horses and/or any other harmful or malicious codes, files, scripts, agents or programs.

xi. Customer shall not interfere with, or disrupt, the integrity or performance of the Services or the data contained therein.

xii. Customer shall not attempt to gain unauthorized access to the Services or its related systems or networks.

xiii. Customer shall not use the Services in any fraudulent, harmful or misleading way or in any other way that violates any Applicable Law.

d. **Suspension.** Any use of the Services by Customer or its Authorized Users that, in Forerunner's reasonable judgment, imminently threatens the security, stability, integrity or availability of the Services, or otherwise harms other customers or third parties, may result in immediate suspension of the Services. Forerunner, however, will use commercially reasonable efforts under the circumstances to notify Customer in advance of such suspension and provide Customer with an opportunity to correct its usage prior to any such suspension. Forerunner will have no financial or legal liability for any such suspension made in good faith. Additionally, unless this Agreement has been terminated, Forerunner will cooperate with Customer to restore access to the Services once it verifies that Customer has resolved the condition requiring suspension.

4. **Fees; Payment Terms; Taxes; Customer Acknowledgement**. Customer will pay Forerunner the fees described in any SOW attached to this Agreement for the applicable Services in accordance with the terms therein (the "**Fees**").

a. **Fees.** Except as otherwise may be specified herein or in any SOW attached to this Agreement:

i. Fees are based on the Services purchased.

ii. Fees paid for services rendered are non-refundable.

iii. Upon the expiration of the Term, the Annual Fee for any subsequent renewal Term shall be subject to Forerunner's sole discretion and based on, among other factors, software enhancements that Forerunner has made or anticipates making to the Services, security and other updates to the Services, but at least a 10% increase over the prior Term's Annual Fee.

b. **Payment Terms.**

i. All amounts due for this Agreement and any SOW's attached to this Agreement shall be paid within thirty (30) days after invoice is received by Customer.

ii. Forerunner reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one half percent (1.5%) per month on any amount that is unpaid on such amount's due date, and on any other outstanding balance.

iii. Customer will pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind, for amounts owed or payable to Forerunner whether under this Agreement, Applicable Law or otherwise except when relating to Forerunner's breach of contract

c. **Taxes.** Customer will be responsible for all taxes associated with Services with the understanding that the Customer is exempt from sales and use taxes.

d. **Customer Acknowledgement.** Customer acknowledges and agrees that although the Services may

include legal-related information, no recommendations are being made by Forerunner regarding Customer's legal or other decisions related to any agreements, forms or related advice. Customer acknowledges that no Services provided by Forerunner constitutes investment, accounting, tax, or legal advice. Planning decisions made by Customer using Forerunner deliverables are done at the sole discretion and risk of the Customer and Forerunner is not responsible for the outcomes of any decisions.

5. **Term; Automatic Renewal; Termination.**
   a. **Term**. This Agreement is effective as of the MSA Effective Date and will continue thereafter for the Term specified in any SOW attached to this Agreement (the "**Initial Term**"), unless earlier terminated.
   b. **Renewal.** This Agreement may be renewed for additional periods, subject to written agreement of both parties.
   c. **Termination.**
      i. Forerunner may terminate this Agreement in the event of a breach by Customer of any term or condition of this Agreement upon ten (10) days prior written notice (written notice includes an e-mail to the e-mail address provided by the Customer).
      ii. In addition, Forerunner may terminate this Agreement immediately if the Customer becomes insolvent, files for bankruptcy or is adjudged to bankruptcy proceedings.
      iii. Forerunner may also terminate this Agreement under other reasonable circumstances with thirty (30) days prior written notice, provided that Forerunner shall refund any pre-paid fees for the Term (pro-rated based on the number of days that have elapsed from the MSA Effective Date through the effective date of termination).
      iv. Customer may terminate this Agreement for convenience or cause with thirty (30) days prior written notice. In the instance that Customer terminates this Agreement due to a termination of third party software compatibility per 2.c. or due to the cost prohibitive nature of achieving legal compliance per 2.d., Customer will not be responsible for financial obligations not yet incurred.
      v. **Effect of Expiration of Term; Termination; Survival**. Upon expiration of Term or earlier termination:
         1. The Services will terminate and each party will cease use of the other party's Confidential Information.
         2. Customer will pay Forerunner any remaining balance of the fees in full for the Services up to and including the last day on which the Services are provided.
         3. Forerunner may, but is not obligated to, delete stored Customer Materials subject to applicable federal and state laws.
         4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, perpetual licenses granted by Customer, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. **Intellectual Property and Ownership.**
   a. **Forerunner Intellectual Property**.
      i. All right, title and interest in, and to, the Services and the Forerunner Intellectual Property are and will remain with Forerunner and its licensors, if any, subject only to the Limited License granted to Customer in the next paragraph **"Limited License."**
      ii. **Limited License.** Forerunner grants Customer a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the Services and Forerunner Intellectual Property during the Term solely in furtherance of Customer's internal government operations and not for the use by, or benefit of, any third party.
   b. **Customer Data.**
      i. Other than as provided in this Agreement, Forerunner acknowledges and agrees that Customer will own all rights to, title in, and interest in Customer Data, and Forerunner will provide copies of Customer Data to Customer upon Customer's request.

7. **Publicity and Marketing.** The parties agree that:
   a. Forerunner may include Customer's name and logo in its customer lists and on its website with prior written approval by Customer.
   b. Forerunner may issue communications, such as press releases, case studies, and testimonials that reference the relationship between Customer and Forerunner and the manner in which Customer is using the Forerunner solution with prior written approval by Customer.
   c. Customer will use reasonable efforts to act as a reference for Forerunner with prior written approval.
   d. Upon request by Customer, Forerunner shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of any such published materials.

8. **Confidential Information.**
   a. Each party as the "**Recipient**" understands that the other party as the "**Disclosing Party**" has disclosed or may disclose nonpublic, confidential or proprietary information relating to the Disclosing Party's business. In addition to all descriptions of Confidential Information in this Agreement, Confidential Information does not include information that:
      i. Was rightfully known to the Recipient prior to such information being disclosed or made available to it in connection with this Agreement.
      ii. Was or becomes generally known by the public other than by the Recipient's or Representative's noncompliance with this Agreement.
      iii. Was or is received by the Recipient on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality.
   b. As a condition to being provided with access to Confidential Information, Recipient agrees that it will:
      i. Not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.
      ii. Not disclose or permit access to Confidential Information other than to its Authorized Users, who need to know such Confidential Information for purposes of the Recipient's exercise of its rights or performance of its obligations under this Agreement and are bound by confidentiality obligations no less restrictive than those set forth herein, or to a third party if the Recipient is compelled by Applicable Law pursuant to a lawful court order or judicial subpoena (but in no event will the Recipient voluntarily provide any Confidential Information to any third party, whether governmental or otherwise).
      iii. Safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

9. **Representations and Warranties.**
   a. **Customer**.
      i. Customer represents and warrants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Forerunner and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any Applicable Law.
      ii. Customer further represents and warrants that it will ensure that all Authorized Users will:
         1. Safeguard the Services and only use the Services in accordance with the terms and conditions set forth herein and not in any manner prohibited by this Agreement.
         2. Not use the Services or any Forerunner Intellectual Property in a manner or for any purpose that infringes, misappropriates or otherwise violates any law or Intellectual Property Right of Forerunner or other third party.
         3. Use the Services in compliance with all Applicable Laws.
   b. **Forerunner**. Forerunner represents and warrants to Customer that it will:
      i. Perform the Services using personnel of required skill, experience and qualifications and in a

professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

ii. Devote reasonably adequate resources to maintain the Services in a manner that minimizes errors and interruptions.

iii. Employ commercially reasonable security measures in accordance with applicable industry practice in connection with its collection, storage and processing of Customer Materials.

iv. Notwithstanding the foregoing, Forerunner will not incur any obligation or liability if the Services are unavailable:

1. For scheduled maintenance.
2. As a result of any satellite, broadband or network connectivity issues, interruptions or failures.
3. As a result of any other circumstances beyond Forerunner's reasonable control, including, without limitation:
    a. Customer's negligence or failure to use the Services properly or in accordance with the terms and conditions of this Agreement;
    b. Customer's use of the Services in a modified form, or Customer's use of the Services in connection or combination with any third party software or hardware;
    c. When Forerunner suspends the Services where it determines in its sole discretion that any data collection, processing, or transferring would be restricted or prohibited by Applicable Law
    d. When Forerunner suspends or terminates Customer's access to the Services due to its good faith belief that Customer is involved in any type of fraudulent, misleading or unlawful activity relating to or in connection with any of the Services, or has otherwise failed to comply with the terms and conditions of this Agreement; and/or
    e. Where Forerunner receives a judicial or other governmental order, subpoena or similar request that expressly or by reasonable implication requires Forerunner to suspend or terminate the Services.

10. **Disclaimer of Warranties**.
    a. Forerunner does not warrant that the Services will be uninterrupted or error free or be compatible with any other goods, services, or technologies.
    b. Forerunner does not make any warranty as to the data, reports, or results that may be obtained from use of the services, including the completeness or accuracy of such data, reports or results, including geocoding or data extraction, except as expressly set forth in this section.
    c. The Services are provided "AS IS" and Forerunner disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

11. **Limitation of Liability**.
    a. **Limitation of Liability.** In no event will Forerunner be liable to Customer or to any third party under, or in, connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and/or otherwise, for:
        i. Any loss of revenue or profit.
        ii. Cost of replacement goods or services.
        iii. Loss of goodwill or reputation.
        iv. Loss, damage, or corruption of any Customer Materials or reports provided as part of the Services.
        v. Losses caused by, or resulting from, any action, conclusion, decision or omission based on any data or reports provided as part of the Services.
        vi. Damage or losses caused by any third party materials used in connection with the services.
        vii. For any consequential, incidental, indirect, exemplary, special, enhanced or punitive damages,

regardless of whether such party was advised of the possibility of such losses or damages were otherwise foreseeable.

b. **Limitation of Aggregate Liability.** In no event will the aggregate liability of Forerunner in connection with this Agreement under any legal or equitable theory exceed the fees paid or payable by Customer to Forerunner in the twelve months preceding the action.

12. **Dispute Resolution**. In the event of a dispute arising under or relating to this Agreement, the parties agree to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect, which is available at the AAA website www.adr.org. If those rules conflict with this provision, this provision shall control. The arbitration shall be conducted before a panel of one or more arbitrators. The arbitrator(s) shall be selected from the AAA's National Roster of Arbitrators pursuant to agreement between the parties or through selection procedures administered by the AAA. The arbitration may be conducted in person, through the submission of documents, by phone or online. If conducted in person, the arbitration shall take place in St. Lucie County, Florida. The arbitrator(s) shall determine the matters in dispute strictly in accordance with the terms of this Agreement and the substantive law of the State of Florida, excluding its principles of conflicts of laws, except that the interpretation and enforcement of this arbitration provision shall be governed by the FAA. The parties agree that St. Lucie County, Florida, USA is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision herein is found to be unenforceable.

   a. **Arbitral Award.** The award of the arbitrator(s) shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accountings presented or pled to the arbitrators, provided that the Arbitrator(s) shall have no authority to award either party any special, punitive, indirect, incidental, or consequential damages (including damages for lost profits), or attorneys' fees or costs.

   b. **Court Litigation.** The parties may litigate in court and shall submit to the personal jurisdiction of the federal and state courts located in St. Lucie County, Florida for any action to do the following: (i) to compel arbitration; (ii) to stay proceeding pending arbitration; (iii) seek injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of a its copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, including any provisional relief required to prevent irreparable harm; (iv) to protect or defend the ownership, validity or enforcement of any Intellectual Property Rights; (v) or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

   c. **Confidentiality and Admissibility.** The arbitration award and record, and any Confidential Information that is used at or in connection with the arbitration shall not be disclosed to third parties by the arbitrator(s) or the parties without the prior written consent of both parties except as required by state/federal laws or court order. Neither the fact that the arbitration occurred nor the result of the arbitration shall be admissible in evidence in a subsequent proceeding brought on the same claims that were presented at the arbitration.

13. **Notices.** All notices under this Agreement will be provided in writing to the addresses set forth on the signature page and will be deemed to have been duly given when received as follows:
   a. Personally delivered.
   b. When receipt is confirmed by recipient and/or by email delivery notification if transmitted by facsimile or e-mail.
   c. The day after it is sent, if sent for next day delivery by recognized overnight delivery service.
   d. Upon receipt, if sent by certified or registered mail, return receipt requested.

14. **Miscellaneous**.
   a. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other third party any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of this

Agreement.

b. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

c. In the event a conflict between this Agreement and a SOW arises, this Agreement will control, unless otherwise expressly provided in the SOW.

d. The parties agree that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

e. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

f. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

g. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

h. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

i. Except as otherwise provided in this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party; provided, that Forerunner may assign any of its rights or delegate any of its duties under this Agreement without any prior written consent of Customer if such assignment or delegation is to a successor by consolidation, merger or operation of law or to a purchaser of all or substantially all of its assets.

j. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Forerunner in any respect whatsoever.

k. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

l. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

m. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

n. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

Forerunner MSA Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the MSA Effective Date.

FORERUNNER INDUSTRIES, INC.

Signed: _____

Name: Susanna Pho

Title: COO

Date: 06-29-23

Address: 548 Market Street, #93531
San Francisco, CA 94104

CITY OF FORT PIERCE

Signed: _____

Name: **Nicholas C. Mimms, P.E.**

Title: **City Manager**

Date: June 30, 2023

Address: 100 North U. S. Highway 1
Fort Pierce, FL 34950

Approved as to form and correctness as to the City

By: _____
Tanya Earley, City Attorney

Statement of Work No. 1

This Statement of Work No. [1] ("**SOW**"), effective as of 6/30/2023 (the "**SOW Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and the City of Fort Pierce, a State of Florida municipality ("**Customer**"). This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement (**"MSA"**), entered into by Forerunner and Customer on June 30th, 2023]. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Customer Information

Customer Name: City of Fort Pierce, FL
Customer Address: 100 N U.S. Highway 1, Fort Pierce, FL 34950
Customer Contact Name: Paul Thomas, Shaun Coss, DeVoshay Johnson, Gelencia Carter
Contact Email: pthomas@cityoffortpierce.com, scoss@cityoffortpierce.com, djohnson@cityoffortpierce.com, gcarter@cityoffortpierce.com
Contact Phone: 772-467-3000

Initial Term

One (1) Year

Fees

Item	Type	Cost
Forerunner Annual License	Yearly	$27,500
Repetitive Loss Data Module	Yearly	$5,500
~~One-time Set-up~~ *Waived if signed by 6/30/2023*	~~One-Time~~	~~$15,000~~

Payment Terms

Forerunner's may be renewed for additional periods, subject to written agreement of both parties. As described in the Agreement, all amounts due shall be payable within 30 days after invoice is received by Customer.

Description of Forerunner Software and Services

1. **Software and Services**. Forerunner will provide the following software and services to the Customer:
    a. **Data Extraction.** Forerunner will extract select fields ("Extracted Data") from Customer's archived and incoming Elevation Certificates, subject to the terms and conditions of the Master Services Agreement. List of extracted fields provided to Customer by request
        i. **Data augmentation.** When available, data extraction will include:
            b. Automated address geocoding, subject to the terms and conditions of the Master Services Agreement.
            c. Automated parcel assignment, subject to the terms and conditions of the Master Services Agreement.
            d. FIRM data assignment.
            e. Datum conversion.
    b. **Software.** As part of its ongoing Software offering, Forerunner will provide the following:
        i. Accounts for up to ten (10) users. Additional seats available for added fee.
        ii. Forerunner internal dashboard
            a. Elevation Certificate management.
                i. Internal Elevation Certificate upload.
                ii. Elevation Certificate table with filtering.
                iii. Elevation Certificate download.
            b. Internal document management.
                i. Internal per-property document upload and storage.
            c. Activity tracking.
                i. Activity tracking for internal actions taken in dashboard.
                ii. Per-property comment tracking.
            d. Substantial Improvement and Damage tracking
            e. Mapping.
                i. FIRM map overlay(s) where available.
                ii. Address search.
                iii. Per-property building attribute data, where available.
            f. Automated Elevation Certificate error detection for:
                i. Residential structures only.
                ii. Documents with form dates more recent than 2015.
                iii. Documents with issue dates more recent than Effective FIRM date for location.
            g. Per-property communication log.
                i. Log export.
            h. Dashboard permissions.
                i. Segmented access to dashboard functionality by role type.
                ii. Ability to add new users and set roles.
        iii. Public Website.
            a. Elevation Certificate public search including:
                i. Elevation Certificate table filtering by address, parcel ID, Block, Lot, and more.
                ii. PDF document view.

b. Public property profiles displaying flood risk information.
    i. Share public profile functionality and communication log tracking on internal dashboard.
c. Property search by address.

iv. Repetitive Loss Data Module
a. Yearly import of Customer's repetitive loss data, as provided by Customer.
b. Advanced user role/permissions and access logging.
c. Forerunner has implemented commercially reasonable measures designed to protect Repetitive Loss Data. Upon import, Repetitive Loss Data is scrambled in staging and local development environments. Forerunner also provides features that allow Customer to limit access to Repetitive Loss Data to authorized personnel.

2. **Onboarding.** As part of initial Customer onboarding and implementation, Forerunner will provide Customer with successful transfer of all existing and relevant Customer Materials to Forerunner's database, user login/password provisioning, and onboarding training. Additionally, Forerunner will import and extract Customer's existing Elevation Certificate archive, as made available by Customer, during initial onboarding period. Customer will be responsible for uploading Elevation Certificates to Forerunner after initial onboarding period.

3. **Support.** Forerunner provides a dedicated account manager to the Customer starting at the time of initial onboarding to assist in coordination, troubleshooting, and error identification. Additional trainings are available upon request.

4. **License.** During the Term, Forerunner hereby grants a non-exclusive, non-transferable, non-sub-licensable license to Customer to access and use the Services through the Forerunner Website for Customer's internal purposes and in accordance with the terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference. Forerunner will be responsible for hosting the Software, and Customer and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Software through the Internet. Customer and any of its Authorized Users will be responsible to Forerunner for compliance with the restrictions on use and other terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.

5. **Customization and Consulting**.
    a. Customer will notify Forerunner of changes in FIRM data that warrant updates from FEMA's Map Service Center.
    b. Data incorporated into dashboard is obtained from Vendors at Forerunner's discretion. Incorporating additional data sources into the Services may be possible for an additional fee, to be negotiated as needed.
    c. Customization, including the integration of additional map layers and unique exports, and data analysis consulting services are available for an additional fee. Any work or services not outlined in the Master Services Agreement or this Statement of Work will be incorporated in a separate SOW.
    d. To the extent Services involve the development of any customization or configuration of software, all Intellectual Property Rights to such customization or configuration will be solely owned by Forerunner and will be deemed to be included in the definition of Services and licensed to Customer on the terms set forth in the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.

6. **Termination.** Extracted Data will be made available to Customer for 90 days following the termination of this Statement of Work.

[Signature Page Follows]

Forerunner SOW Signature Page

The parties hereto have executed this STATEMENT OF WORK as of the SOW Effective Date.

Forerunner Industries, Inc.

Signed:

Name: Susanna Pho

Title: Chief Operating Officer

Date: 06-29-23

Address: 548 Market Street #93531,
San Francisco, CA 94104

City of Fort Pierce, FL

Signed:

Name: Paul Thomas, CBO, CFM by
Kristie Kirstein, Acting Dir.

Title: Director of Building

Date: 6.30.23

Address: 100 N. US Hwy 1, Ft. Pierce, FL 34980

City Commission Regular Meeting **11. I.**

Meeting Date: 06/02/2025

Re: City of Fort Pierce Youth Award Recognition Program

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

---

SUBJECT:

Approval of the Fort Pierce Youth Council's recommendations for the recipients of the City of Fort Pierce Youth Award: Hollice Fortune, Humanitarian Award; Jose Hernandez, Student Athlete Award; and Milan Taylor, Visionary Award - Students will be recognized at a future City Commission meeting.

SUMMARY:

In January 2025, a call for nominations was issued, accompanied by a news release distributed to the media. The information was also shared across the City's social media platforms and prominently featured on the homepage of the City's website until nominations closed on March 31, 2025. Additionally, the news release was circulated to local youth development organizations, social service agencies, non-profits, churches, and businesses.

The Youth Award Recognition Program celebrates young individuals for their exceptional achievements across various fields, including academics, community service, humanitarian efforts, innovation, and athletics. Open to middle and high school students residing in the City of Fort Pierce, the award honors those who maintain a cumulative GPA of 2.8 or higher and demonstrate strong character.

A total of six candidates were nominated; however, three did not meet the residency requirement. The following nominees have successfully met all eligibility criteria and are recommended for recognition:

- Hollice Fortune is being recommended to receive the Humanitarian Award. Hollice is a sixth grader attending the Chester A Moore K-8. She is an outstanding school leader, academic achiever, role model, and dedicated community service volunteer in Fort Pierce. She actively engages in service initiatives such as preparing meals for the homeless, visiting nursing homes to spread cheer, and supporting sick children at Lawnwood Regional Hospital. At Chester A. Moore Elementary, she serves as Class President, Safety Patrol Officer, and Peer Mentor, advocating for student concerns and assisting peers in social and academic development. Hollice is also a dedicated member of Girl Scout Troop 42061, the Heroes of Jericho Royal Gems Youth Group, and her church choir. Despite facing adversity, including the loss of her biological parents and overcoming bullying and low self-esteem, she has demonstrated resilience and a determined will to succeed, making her an inspiring candidate for both the Humanitarian Award and the Role Model Award.
- Jose Hernandez is being recommended to receive the Student Athlete Award. Jose is a tenth grader attending Fort Pierce Central High School. He maintained a 3.5 GPA and earned Honor Roll recognition while excelling in Olympic-style amateur boxing with a record of 2-2. Over the past year, he has transformed from a nervous, soft-spoken teen into a confident competitor, persevering through early defeats to secure victories in his

last two matches. He is now preparing to compete in this year's Silver Gloves advancing tournament. Beyond boxing, Jose is an active community member, assisting in major cleanup efforts at his local church and supporting the relocation of his training facility. He consistently demonstrates leadership, standing firm in his beliefs and acting as a role model among his peers both in and outside the ring.

- Milan Taylor is being recommended to receive the Visionary Award. Milan is a ninth grader at The Lindsay School of the Arts. She is a straight-A student who skipped from 7th to 9th grade, showcasing exceptional academic and entrepreneurial talents. She owns and operates Little Lemons, a sibling-run lemonade business that has won awards for its products, and she choreographs and performs her own dance shows at local venues. Milani dedicates over 30 hours a week to dance, traveling internationally to study both dance and business skills. She has completed CEO training, serves as Assistant Dance Captain for her team, and actively volunteers with local organizations such as the Fort Pierce Art Club, Garden Club, and Indian River Lagoon. As a participant in the Acton Children's Business Fair, she won the Highest Business Potential Award. Milani's leadership extends to inspiring her younger siblings, who have followed her footsteps in dance and entrepreneurship. This summer, she will travel with her school to Italy to study dance history, continuing her impressive journey of personal and professional growth.

RECOMMENDATION:

Approve Youth Council recommendations.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Audria Moore, Special Projects Coordinator

COORDINATED WITH:

Fort Pierce Youth Council

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	TBD
Amount:	TBD

OTHER INFORMATION:

Last year, approximately $150 was allocated to purchase personalized commemorative cups, hooded sweatshirts, and frames for the resolution each award recipient.

Attachments

Humanitarian Award Nominee

Student Athlete Award Nominee

Visionary Award

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	05/23/2025 05:14 PM
City Manager	Richard Chess	05/23/2025 05:15 PM

Form Started By: Audria Moore Started On: 05/23/2025 03:45 PM

Final Approval Date: 05/27/2025

Outlook

Online Form Submittal: City of Fort Pierce Youth Award Recognition Program

From noreply@civicplus.com <noreply@civicplus.com>
Date Mon 3/31/2025 9:47 PM
To Audria Moore <amoore@cityoffortpierce.com>

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

City of Fort Pierce Youth Award Recognition Program

Youth Award Recognition Program Overview

Overview

As our communities are committed to providing different outlets and opportunities, this award recognition program will showcase talents, celebrate achievements, and highlight the positive impact of the efforts of our local youth. Youth, who have performed above and beyond and excelled in the following categories:

1. Innovator Award
2. Beyond the View
3. Humanitarian Award
4. Visionary Award
5. Role Model Award
6. Student-Athlete Award

The Youth Award Recognition will be awarded to youth who have shown exceptional achievements and have been identified as being clearly outstanding.

Requests for Nominations

Area Schools, sports organizations, youth organizations, faith-based organizations, service clubs, community organizations, parents, business owners, or others who know a young person who deserves to be recognized for their outstanding achievements are requested to submit nominations using the nomination form. Nominations must contain details and examples with supporting documentation of

the achievements and activities of the nominated youth as well as evidence of compliance with eligibility, general and specific criteria established in the award guidelines. Winners are selected based on a recommendation by the evaluation committee. The evaluation committee is comprised of the City of Fort Pierce Youth Council. The awards will be presented in June and December of the current year.

Individuals and organizations are requested to submit nominations via the online nomination form no later than the published deadline. For further details on the nomination process contact Audria Moore at amoore@cityoffortpierce.com or call 772.467.3184.

The City of Fort Pierce reserves the right to accept or reject any nomination or to cancel the nomination process and reject all nominations, at any time prior to presenting the awards.

Award Guidelines

Eligibility

- Nominees must reside in the City of Fort Pierce.
- Nominees must have a cumulative GPA of 2.8 or higher.
- Nominees must be in middle or high school.
- Nominees' parents or guardians must provide proof of address.
- Nominees must be of good character.
- Nominees' qualifications must meet the award eligibility criteria.

Click Continue below to complete the Youth Award Recognition Nomination Form on the next page.

Youth Award Recognition Nomination Form

NOMINEE

First Name	Hollice
Last Name	Fortune
School	Chester A. Moore K-8
Grade Level	6
Phone Number	772-475-5093
Gender	Female

Address1	4201 Aberfoyle Avenue
Address2	*Field not completed.*
City	Fort Pierce
State	Florida
Zip	34947
Email Address	mspoochiezworld@aol.com

PERSON NOMINATING

First Name	Thelma
Last Name	Jackson
Organization/Title	Chester A. Moore K-8
Relation to Nominee	Principal
Email Address	thelma.jackson@stlucieschools.org
Phone Number	772-468-4315

AWARD CATEGORIES

INNOVATOR AWARD
Recognizes youth who have shown excellence in the fields of math and science through research, study, or improvement in their community.

BEYOND THE VIEW
Recognizes youth who have different accommodations and needs that should be viewed just as normally as anyone else.

HUMANITARIAN AWARD
Recognizes youth who have put forth efforts to make their community a better place or are active in local or state government.

VISIONARY AWARD
Recognizes youth who have turned creativity and knowledge into an entrepreneurial or economic venture.

ROLE MODEL AWARD
Recognizes youth who lend a helping hand to peers and younger youth in their community.

STUDENT ATHLETE AWARD
Recognizes students who show excellence in the classroom through

behavior and maintaining grades while also being an athlete.

Award Categories	HUMANITARIAN AWARD, ROLE MODEL AWARD

To the Nominator: Please comment on the applicant’s background, experiences, community involvement, and leadership ability based on the category the youth is being nominated for that will help the review committee evaluate this individual. Please include a letter of recommendation, photographs and/or videos, and other letters of support.

Why are you nominating this individual for an award?	Hollice Fortune is an outstanding school leader, academic achiever, role model, and community service volunteer. Who attends school in and dedicates volunteer service to the community of Fort Pierce. These attributes make her an ideal candidate for both the Humanitarian Award and the Role Model Award.
How has the nominee displayed outstanding performance in the award category for which they are nominated?	Hollice displays outstanding performance in both the Humanitarian Award and Role Model category through her active engagement in serving the community. She has spent numerous hours preparing and serving meals to the homeless; visiting nursing homes to sing Christmas carols, make crafts, provide companionship, and distribute toiletries; and visiting sick children at the Lawnwood Regional Hospital pediatric and trauma unit. At Chester A. Moore, she utilizes her role as class president to participate on the School Advisory Council representing the student body and advocating for student concerns. As a Safety Patrol Officer, she serves on an assigned duty post during arrival and dismissal ensuring students moves safely throughout the halls and monitors inappropriate activity to report it to staff. She also actively provides peer mentorship and tutoring for students identified in our school's iSucceed program who struggle with socialization and academics.
Please list any extracurricular activities that the nominee participates in (volunteer, work, sports, church, etc.) that relates to the category for which they are nominated.	At Chester A. Moore Elementary, Hollice serves as Class President, Safety Patrol Officer, and a Peer Mentor. In the community she is an active member of Girl Scout Troop 42061, the Heroines of Jericho Royal Gems Youth Group, and participates in her church's youth choir.
Is there anything else about this nominee that should be taken into consideration?	Hollice has overcome incredible odds and adversity. As a baby, she lost her biological parents and was adopted by her grandparents who work long hours and battle personal illness to make sure she is well taken care of. Over the past four years, I have witnessed her resiliency and dedication in overcoming abandonment, bullying, and low self-esteem to

	excel academically and socially. Her accomplishments and persistent will to succeed are and inspiration to her peers.
Attach letter of recommendation	Hollice Fortune Letter of Recommendation.pdf
Attach photographs	Hollice Fortune Community Service.docx
Attach video	*Field not completed.*
Attach other supporting documents	*Field not completed.*

If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Nominator Signature	Thelma B. Jackson
Date	3/31/2025

By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge and that you have read and understand the following materials: Youth Award Recognition Program and Form

ALL NOMINATIONS MUST BE RECEIVED NO LATER THAN MARCH 31, 2025.

Please note that you can also send the completed nomination form and letter of recommendation by email or USPS as follows:

Email:	*amoore@cityoffortpierce.com*
Mail:	*Audria Moore* *Fort Pierce City Hall* *100 North US Hwy 1* *Fort Pierce, FL 34950*

For additional assistance, please call Audria Moore at 772-467-3184.

Email not displaying correctly? View it in your browser.

CHESTER A. MOORE EXPLORERS

Chester A. Moore Elementary School
827 North 29th Street, Fort Pierce, FL 34947
772.468.5315 • Fax 772.468.5896

Principal
Dr. Thelma Jackson
Assistant Principals
Jessica Berggren

March 31, 2025

Dear Youth Award Nomination Committee,

It is my esteemed honor to provide you with this letter of recommendation for Ms. Hollice Fortune. Hollice is a most worthy candidate for your Humanitarian Award and Role Model Award. You will find that she has put forth efforts to make the city of Fort Pierce a better place and is active in school government. Additionally, she has dedicated countless hours to supporting her peers and younger students in her school and the Fort Pierce community.

In the four years that I have served as Hollice Fortune's school principal, I have fondly referred to her as Madam President. Why, you may ask? She is an outstanding school leader, academic achiever, role model, and community service volunteer. She readily greets you with a warm, dimpled smile, often asking how she can help and offering advice for improving the school. Additionally, amongst her peers, she positively challenges them to set academic goals and readily offers her services to provide tutoring, assist with homework, and to sit next to a lonely student. As a student who was teased in her younger years for being parented by older grandparents, she uses her presence to intervene when others are bullied and informs school staff of students causing problems.

Hollice displays outstanding performance in both the Humanitarian Award and Role Model category through her active engagement in serving the community. She has spent numerous hours preparing and serving meals to the homeless; visiting nursing homes to sing Christmas carols, make crafts, provide companionship, and distribute toiletries; and visit sick children at the Lawnwood Regional Hospital pediatric and trauma unit. At Chester A. Moore, she utilizes her role as class president to participate on the School Advisory Council representing the student body and advocating for student concerns. As a Safety Patrol Officer, she serves on an assigned duty post during arrival and dismissal ensuring students move safely throughout the halls and monitors inappropriate activity to report it to staff. She also actively provides peer mentorship and tutoring for students identified in our school's iSucceed program who struggle with socialization and academics.

The commitment and dedication exhibited by this young lady rivals that of many adults and most certainly her peers. She could easily have adopted a self-absorbed attitude, but Hollice continuously makes the decision to be excellent and give to those in need. I sincerely hope you will consider Hollice Fortune for your Youth Award Recognition Program. Please feel free to contact me at the telephone number above or via email at: thelma.jackson@stlucieschools.org.

Sincerely,

Dr. Thelma B. Jackson
Principal



Girl Scout Cookie Fundraiser



Heroines of Jericho Royal Gems Service





Serving the Homeless

Providing Peer Tutoring

Outlook

Online Form Submittal: City of Fort Pierce Youth Award Recognition Program

From noreply@civicplus.com <noreply@civicplus.com>
Date Sun 3/16/2025 2:19 PM
To Audria Moore <amoore@cityoffortpierce.com>

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

City of Fort Pierce Youth Award Recognition Program

Youth Award Recognition Program Overview

Overview

As our communities are committed to providing different outlets and opportunities, this award recognition program will showcase talents, celebrate achievements, and highlight the positive impact of the efforts of our local youth. Youth, who have performed above and beyond and excelled in the following categories:

1. Innovator Award
2. Beyond the View
3. Humanitarian Award
4. Visionary Award
5. Role Model Award
6. Student-Athlete Award

The Youth Award Recognition will be awarded to youth who have shown exceptional achievements and have been identified as being clearly outstanding.

Requests for Nominations

Area Schools, sports organizations, youth organizations, faith-based organizations, service clubs, community organizations, parents, business owners, or others who know a young person who deserves to be recognized for their outstanding achievements are requested to submit nominations using the nomination form. Nominations must contain details and examples with supporting documentation of

the achievements and activities of the nominated youth as well as evidence of compliance with eligibility, general and specific criteria established in the award guidelines. Winners are selected based on a recommendation by the evaluation committee. The evaluation committee is comprised of the City of Fort Pierce Youth Council. The awards will be presented in June and December of the current year.

Individuals and organizations are requested to submit nominations via the online nomination form no later than the published deadline. For further details on the nomination process contact Audria Moore at amoore@cityoffortpierce.com or call 772.467.3184.

The City of Fort Pierce reserves the right to accept or reject any nomination or to cancel the nomination process and reject all nominations, at any time prior to presenting the awards.

Award Guidelines

Eligibility

- Nominees must reside in the City of Fort Pierce.
- Nominees must have a cumulative GPA of 2.8 or higher.
- Nominees must be in middle or high school.
- Nominees' parents or guardians must provide proof of address.
- Nominees must be of good character.
- Nominees' qualifications must meet the award eligibility criteria.

Click Continue below to complete the Youth Award Recognition Nomination Form on the next page.

Youth Award Recognition Nomination Form

NOMINEE

First Name	Jose
Last Name	Hernandez
School	Fort Pierce Central High School
Grade Level	10
Phone Number	772-400-1681
Gender	Male

Address1	130 Garden Avenue
Address2	*Field not completed.*
City	Fort Pierce
State	Florida
Zip	34982
Email Address	josemanuelhrndz2010@gmail.com

PERSON NOMINATING

First Name	Richard
Last Name	Santiago
Organization/Title	World Class Boxing Club, Inc/Head Coach, Founder
Relation to Nominee	Boxing Coach
Email Address	rsantiago53@hotmail.com
Phone Number	772-979-3920

AWARD CATEGORIES

INNOVATOR AWARD
Recognizes youth who have shown excellence in the fields of math and science through research, study, or improvement in their community.

BEYOND THE VIEW
Recognizes youth who have different accommodations and needs that should be viewed just as normally as anyone else.

HUMANITARIAN AWARD
Recognizes youth who have put forth efforts to make their community a better place or are active in local or state government.

VISIONARY AWARD
Recognizes youth who have turned creativity and knowledge into an entrepreneurial or economic venture.

ROLE MODEL AWARD
Recognizes youth who lend a helping hand to peers and younger youth in their community.

STUDENT ATHLETE AWARD
Recognizes students who show excellence in the classroom through

behavior and maintaining grades while also being an athlete.

Award Categories	STUDENT ATHLETE AWARD

To the Nominator: Please comment on the applicant's background, experiences, community involvement, and leadership ability based on the category the youth is being nominated for that will help the review committee evaluate this individual. Please include a letter of recommendation, photographs and/or videos, and other letters of support.

Why are you nominating this individual for an award?	I am nominating Jose Hernandez for the Student/Athlete Award based on my experience with him over the last year or so. He has maintained a GPA of 3.5 and continues to hone his skills in Olympic-style amateur boxing.
How has the nominee displayed outstanding performance in the award category for which they are nominated?	As stated above, Jose has maintained a 3.5 GPA, has made the Honor Roll at his school in January 2025 as he continues to excel in his boxing skills training as an amateur level with a record of 2-2.
Please list any extracurricular activities that the nominee participates in (volunteer, work, sports, church, etc.) that relates to the category for which they are nominated.	Jose has been enrolled with World Class Boxing Club for just over a year. He arrived an an anxious young man, expressing his desire to become a professional boxer one day. I have seen Jose grow from a nervous, soft spoken teenager to a confident combatant what, after his first two defeats, continued training and won his last two competitions. He now talks about competing in this year's Silver Gloves; an advancing tournament over the course of 3 months. He keeps me posted on his preparation for this advancing tournament. Jose has participated in a major Saturday clean up day at the local church where we used to train. He was instrumental in helping with our move from our previous location to our present location and always stays after training is completed to assist with cleaning up.
Is there anything else about this nominee that should be taken into consideration?	Jose is a young man who, at the very vulnerable age of a lot of teenagers, stands his ground as a leader and not as a follower. He is firmly grounded in his faith and expresses his beliefs not only when in church but during our travels and training days at the gym.
Attach letter of recommendation	JOSE H LETTER.docx
Attach photographs	image4.jpeg
Attach video	*Field not completed.*
Attach other supporting documents	image0.jpeg

If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Nominator Signature	Richard Santiago
Date	3/16/2025

By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge and that you have read and understand the following materials: Youth Award Recognition Program and Form

ALL NOMINATIONS MUST BE RECEIVED NO LATER THAN MARCH 31, 2025.

Please note that you can also send the completed nomination form and letter of recommendation by email or USPS as follows:

Email:	*amoore@cityoffortpierce.com*
Mail:	*Audria Moore* *Fort Pierce City Hall* *100 North US Hwy 1* *Fort Pierce, FL 34950*

For additional assistance, please call Audria Moore at 772-467-3184.

Email not displaying correctly? View it in your browser.

3/11/25

To Whom That It May Concern:

It is with great pleasure and enthusiasm that I write to you about Jose Hernandez, a student from Fort Pierce Central High School who I have had the opportunity to teach as a student over the last several years. Jose has a strong desire to excel in whatever he takes on. He has dedicated many years to making himself a very capable student and the skills that he possesses are very refined and polished for a student his age. Jose's enthusiasm, passion and work ethic are important intangibles that he brings to any classroom.

Besides the fact that Jose is an excellent student who has tremendous upside and potential in becoming a vital part of many institutions of higher learning, his character and integrity are second to none. Jose is a very bright student who is dedicated to his schoolwork and realizes the importance of a quality education. Jose presents himself very well and associates himself with friends of good quality. The self-respect and dignity that he carries himself have earned him great respect from his peers. I've had the opportunity to observe Jose with classmates and have found him to be just as enthusiastic about the success of others as he is about his own accomplishments. He gives so much toward his own self-improvement that he doesn't have time to criticize others. Jose's family support system consists of loving and successful parents that have instilled in him the value of dedication and commitment to achieving goals and going after what you want out of life. These are rare qualities for a student to possess in this day-and-age when so many are concerned about themselves and their own needs.

Thank you for taking time to read about this very special young man who exemplifies so many great qualities of what a student athlete should be.

Respectfully Yours,

Christopher Maxon
US Government/Economics
African American History
(772)361-9185

Kaelyn Guillaume
English 1 Teacher
Fort Pierce Central
4101 S 25th Street
Fort Pierce, FL, 34981
kaelyn.guillaume@stlucieschools.org
April 1, 2025

To whom it may concern,

I am writing to provide a letter of recommendation for Jose Hernandez who has been an exemplary student in my English Language Arts class throughout the year. I have had the pleasure of teaching Jose and have been consistently impressed by his work ethic, dedication, and exceptional character, both in and outside of the classroom.

Academically, Jose is an outstanding student. He consistently earns top marks on assignments, quizzes, and tests, and demonstrates a deep understanding of the material. He has shown remarkable progress in his writing skills, literary analysis, and ability to think critically. His essays are well-organized, thoughtful, and demonstrate a strong command of the English language. Jose has also demonstrated a high level of participation and engagement in class discussions, contributing insightful perspectives and fostering a positive learning environment for his peers.

Beyond his academic achievements, what truly stands out about Jose is his character. He is a responsible, respectful, and motivated individual who consistently demonstrates maturity and leadership. He is always willing to help others and is a role model for his classmates. His strong sense of integrity and perseverance translates into all aspects of his life, including his athletic pursuits.

As a boxer, I have no doubt that Jose brings the same level of discipline, dedication, and drive to the sport. His ability to balance rigorous academics with his athletic commitments speaks volumes about his time management skills and his ability to prioritize. His positive attitude and work ethic in both arenas make him a standout individual.

I wholeheartedly recommend Jose for any opportunities or programs that may be available to him. I am confident that he will continue to excel both academically and athletically and will make a positive impact wherever he goes.

Please feel free to contact me if you require any further information.

Sincerely,



English 1 Teacher
Fort Pierce Central

Fort Pierce Central High School

"A" HONOR ROLL

This is to certify that

JOSE M. HERNANDEZ

has been recognized for outstanding academic achievement

COBRAS

January 28, 2025

DATE

PRINCIPA


THE ST. LUCIE
POST
DESIGN PRINT POST
PAL "filling playgrounds not
ST. LUCIE SHERIFF'S
PAL
EVERYONE
EEDS A
AL!
TITLE
BOXING
CHAMPION
SHERIFF'S OFFICE
Club
Body and Spirit"

Outlook

Online Form Submittal: City of Fort Pierce Youth Award Recognition Program

From noreply@civicplus.com <noreply@civicplus.com>
Date Mon 3/31/2025 5:32 PM
To Audria Moore <amoore@cityoffortpierce.com>

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

City of Fort Pierce Youth Award Recognition Program

Youth Award Recognition Program Overview

Overview

As our communities are committed to providing different outlets and opportunities, this award recognition program will showcase talents, celebrate achievements, and highlight the positive impact of the efforts of our local youth. Youth, who have performed above and beyond and excelled in the following categories:

1. Innovator Award
2. Beyond the View
3. Humanitarian Award
4. Visionary Award
5. Role Model Award
6. Student-Athlete Award

The Youth Award Recognition will be awarded to youth who have shown exceptional achievements and have been identified as being clearly outstanding.

Requests for Nominations

Area Schools, sports organizations, youth organizations, faith-based organizations, service clubs, community organizations, parents, business owners, or others who know a young person who deserves to be recognized for their outstanding achievements are requested to submit nominations using the nomination form. Nominations must contain details and examples with supporting documentation of

the achievements and activities of the nominated youth as well as evidence of compliance with eligibility, general and specific criteria established in the award guidelines. Winners are selected based on a recommendation by the evaluation committee. The evaluation committee is comprised of the City of Fort Pierce Youth Council. The awards will be presented in June and December of the current year.

Individuals and organizations are requested to submit nominations via the online nomination form no later than the published deadline. For further details on the nomination process contact Audria Moore at amoore@cityoffortpierce.com or call 772.467.3184.

The City of Fort Pierce reserves the right to accept or reject any nomination or to cancel the nomination process and reject all nominations, at any time prior to presenting the awards.

Award Guidelines

Eligibility

- Nominees must reside in the City of Fort Pierce.
- Nominees must have a cumulative GPA of 2.8 or higher.
- Nominees must be in middle or high school.
- Nominees' parents or guardians must provide proof of address.
- Nominees must be of good character.
- Nominees' qualifications must meet the award eligibility criteria.

Click Continue below to complete the Youth Award Recognition Nomination Form on the next page.

Youth Award Recognition Nomination Form

NOMINEE

First Name	Milan
Last Name	Taylor
School	The Lindsay School of the Arts
Grade Level	9
Phone Number	772-275-9598
Gender	Female

Address1	2109 San Diego Ave.
Address2	*Field not completed.*
City	Ft. Pierce
State	FL
Zip	34946
Email Address	magicalmilan@yahoo.com

PERSON NOMINATING

First Name	Melanie
Last Name	Staton
Organization/Title	Blue Canary Agency/ Owner
Relation to Nominee	Mother
Email Address	bluecanaryagency@gmail.com
Phone Number	4109017550

AWARD CATEGORIES

INNOVATOR AWARD
Recognizes youth who have shown excellence in the fields of math and science through research, study, or improvement in their community.

BEYOND THE VIEW
Recognizes youth who have different accommodations and needs that should be viewed just as normally as anyone else.

HUMANITARIAN AWARD
Recognizes youth who have put forth efforts to make their community a better place or are active in local or state government.

VISIONARY AWARD
Recognizes youth who have turned creativity and knowledge into an entrepreneurial or economic venture.

ROLE MODEL AWARD
Recognizes youth who lend a helping hand to peers and younger youth in their community.

STUDENT ATHLETE AWARD
Recognizes students who show excellence in the classroom through

behavior and maintaining grades while also being an athlete.

Award Categories	VISIONARY AWARD

To the Nominator: Please comment on the applicant's background, experiences, community involvement, and leadership ability based on the category the youth is being nominated for that will help the review committee evaluate this individual. Please include a letter of recommendation, photographs and/or videos, and other letters of support.

Why are you nominating this individual for an award?	Milan is a straight A student who was skipped from 7th to 9th grade, owns her own business and dances as her art focus in life over 30 hours a week. She is very deserving of this award.
How has the nominee displayed outstanding performance in the award category for which they are nominated?	Milan Taylor is an entrepreneurial power house. Choreographing and executing her own dance show, at a local venue, complete with intermission, raffle baskets and refreshments, Milan was able to wow everyone in 5th grade. Fast forward to 9th grade and you can find Milan traveling internationally to learn dance as well as business skills. She is the head of Little Lemons, a sibling run Lemonade Business. Serving fresh lemonade, sweet brewed iced tea, and naturally flavored lemonades, Milan has won awards at local events for her products and her entrepreneurial skills. She also makes bracelets and a face mask from Sea Moss.
Please list any extracurricular activities that the nominee participates in (volunteer, work, sports, church, etc.) that relates to the category for which they are nominated.	Completed the CEO Training Program Assistant Dance Captain for Dance Team at LSA Volunteers with local organizations- The Fort Pierce Art Club, The Fort Pierce Garden Club, The Indian River Lagoon Participant in the Acton Children's Business Fair- Winner of Highest Business Potential Award Vending 2-3 times per month with Little Lemons
Is there anything else about this nominee that should be taken into consideration?	Oldest of four children, her sisters are super inspired by Milan. They all want to dance like her and are enrolled in dance classes as well. They also watch her when the vend as Little Lemons and take direction from her during events. Its beautiful to watch. Milan will be a dual-enrollment student at IRSC next fall and this summer she is traveling with her school to Italy to learn dance history and take a few dance classes. Last summer she went to Japan, with the school and got to particiapte in Japanses Hip Hop Dance classes.
Attach letter of recommendation	Milan Taylor Letter of Recommendation CFP.pdf
Attach photographs	20250208_104757.jpg
Attach video	*Field not completed.*

Attach other supporting documents	20250208_132224.jpg

If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Nominator Signature	Melanie Staton
Date	3/31/2025

By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge and that you have read and understand the following materials: Youth Award Recognition Program and Form

ALL NOMINATIONS MUST BE RECEIVED NO LATER THAN MARCH 31, 2025.

Please note that you can also send the completed nomination form and letter of recommendation by email or USPS as follows:

Email:	*amoore@cityoffortpierce.com*
Mail:	*Audria Moore* *Fort Pierce City Hall* *100 North US Hwy 1* *Fort Pierce, FL 34950*

For additional assistance, please call Audria Moore at 772-467-3184.

Email not displaying correctly? View it in your browser.

FROM THE DESK OF
CALETA SCOTT

3/31/2025

Dear Award Committee,

It is with genuine excitement that I write this letter of recommendation for Milan Taylor, a dedicated and talented 13-year-old, ninth grader at Lindsay School of the Arts in Fort Pierce, as she applies for the City of Fort Pierce Youth Award Recognition Program. Over the past five or so years, I have had the privilege of witnessing Milan's growth as a dancer and her commitment to her craft. Additionally, I have known Milan and her family for many years, which has given me the opportunity to observe her strong character and supportive upbringing firsthand.

Milan is an exceptional young artist whose passion for dance is evident in her daily life. Her technical proficiency, combined with her willingness to take creative risks, sets her apart from her peers. Milan has even choreographed performances, showcasing her creativity, ability to translate concepts into movements, and leadership skills. She has just been accepted to the Summer Intensive Program for The Riverside Dance Festival in Vero Beach!

In addition to her artistic talents, Milan has consistently excelled academically. She maintains a stellar academic record and has often been recognized by her teachers for her intellectual curiosity and dedication to learning. Her ability to balance rigorous academic responsibilities with her demanding dance schedule is a testament to her discipline and time management skills. Milan is the oldest sibling living in her household and I have also witnessed her take accountability and responsibility in that role.

In conclusion, Milan is an extraordinary student whose dedication, talent, and passion make her an ideal candidate for this recognition. I am confident that she will make the most of this opportunity and continue to grow as an individual. Please do not hesitate to contact me at caletascott@gmail.com or 772-882-8940 should you require further information.

Thank you for considering Milan Taylor for the Visionary Award. I look forward to witnessing all that she will accomplish in the years to come.

Sincerely,

Caleta Scott
Community Engagement Coordinator, Indian River Lagoon National Estuary Program
Board Chair, Housing Authority of The City of Fort Pierce
Chair, Keep Fort Pierce Beautiful Advisory Board
Chair, St. Lucie County 4-H


Acton
Children's
Business Fair
— PORT ST. LUCIE —
Highest Business Potential
(AGES 12-14)
IS AWARDED TO
Milan
FOR THEIR BUSINESS
The Little Lemons
At the 2025 Children's Business Fair of Port St. Lucie, hosted by Acton Academy Port St. Lucie.
Presented by
ST. LUCIE COUNTY
Children's
SERVICES COUNCIL
Our Children · Our Community · Our Future
ClearSEM
SOLUTIONS


LITTLE LEMONS BEVERAGES
LITTLE LEMONS
$magicalmilan
$3 PER 8OZ BOTTLE
LEMONADE
ALL PROCEEDS GO TO ITALY SCHOOL TRIP
$MELMAKEYATHINK
THE LITTLE

City Commission Regular Meeting **12. a.**

Meeting Date: 06/02/2025

Re: Woodspring Suites Hotel

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Review and Approval of an application for a Major Site Plan (Development Review & Design Review) by property owner, Mehul Patel, and representative, PHMI WS Fort Pierce LLC, to construct a four-story, one-hundred and twenty-two (122) room hotel, grossing approximately 48,100 square feet with associated site improvements, located at 2480 South Jenkins Road in Fort Pierce, FL, more specifically located at Parcel Control Number: 2419-232-0003-000-6.

SUMMARY:

The subject site is located at 2480 South Jenkins Road in Fort Pierce, FL. It is comprised of approximately 3.39 acres of land and identified by the parcel number 2419-232-0003-000-6. The existing future land use (FLU) designation is General Commercial (GC), and the zoning classification is General Commercial Zone (C-3). The property is currently vacant. On October 24, 2024, the subject property was approved to be subdivided and create the adjacent property to the south as an outparcel. The outparcel was created for the potential use of an additional hotel to be constructed. Woodspring Suites development is primarily surrounded by residential uses; all single-family homes and one (1) commercial parcel. Immediately to the north and east there are single-family residences. To the west and across South Jenkins Road consist of single-family homes. The property to the south of the Woodspring Suites development is currently occupied by an Extra Space Storage as a commercial use. Properties to the west and east have St. Lucie County jurisdiction, future land use, and zoning.

The site plan consists of the proposed 122-room Woodspring Suites Hotel with four (4) floors each containing approximately 12, 025 square feet. Per City of Fort Pierce Code Section 125-315. – Off-street parking and loading., motels, hotels, and resort hotels require 1.1 parking spaces for each unit less than 500 square feet. A total of 134.2 parking spaces would be required, the applicant has provided 135 -parking spaces with six (6) of those parking spaces being designated as handicapped ADA parking spaces.

RECOMMENDATION:

The proposed Major Site Plan Amendment (Development) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requested application with the following conditions:

1. A Landscape Maintenance Agreement will be required and approved by the Planning Department prior to Final Certificate of Occupancy.

2. A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.

3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

4. Install a landscaped area around the proposed monument sign base which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges, or similar vegetative materials.

5. Update the dumpster enclosure to the current standards by the Solid Waste Department which includes a pedestrian entrance.

6. Install a concrete, wood, or vinyl fence to buffer from the residential uses to the north and east.

7. Install a streetscape improvement such as tables or benches around or near the stormwater pond area or an outdoor recreation area.

ALTERNATIVES:

- Approval with alternate conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Senior Planner

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation

Staff Report
Staff Report Supporting Documents
Application and Supporting Documents - Part 1
Application and Supporting Documents - Part 2
Application and Supporting Documents - Part 3
Public Notice Certification
Site Plan for Electronic Signature
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	05/19/2025 04:02 PM

Form Started By: Vennis Gilmore
Started On: 05/15/2025 03:07 PM
Final Approval Date: 05/19/2025

CITY OF FORT PIERCE

CITY COMMISSION

June 2nd, 2025

Woodspring Suites Hotel

Major Site Plan (Development & Design Review)

2480 South Jenkins Road

24-07000006

OWNER

Mehul Patel

REPRESENTATIVE

PHMI WS FORT PIERCE LLC

PARCEL ID #(S):

2419-232-0003-000-6

SUMMARY

Request for review of a Major Site Plan (Development & Design Review) application to construct a four-story, one-hundred and twenty-two (122) room hotel, grossing approximately 48,100 square feet with associated site improvements.

BACKGROUND

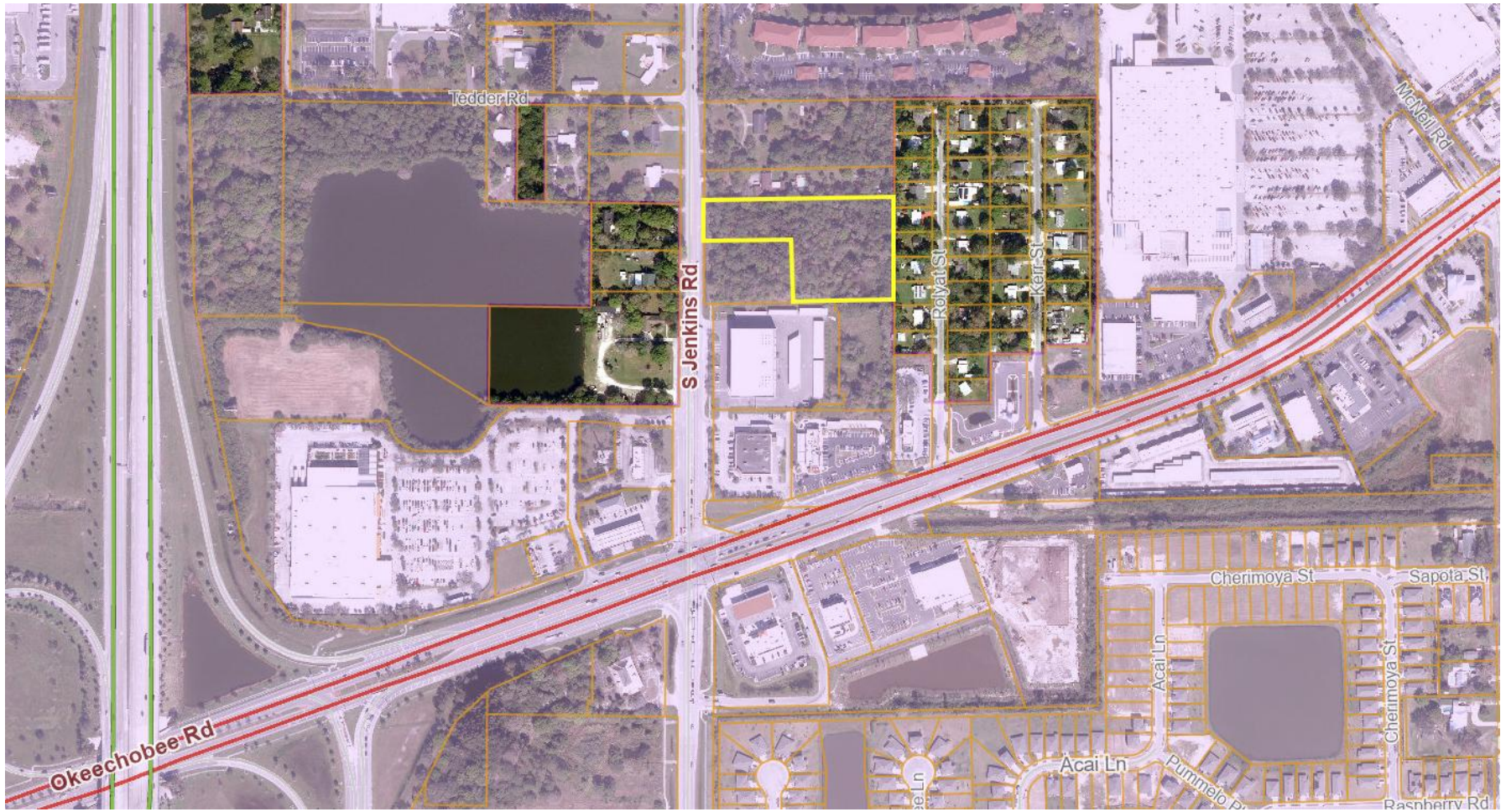
The property is currently vacant. On October 24, 2024, the subject property was approved to be subdivided and create the adjacent property to the south as an outparcel for a potential additional hotel.

Although surrounding properties are primarily designated for commercial use, the majority are currently occupied by single-family homes. The property to the south of the Woodspring Suites development is currently occupied by a Storage Use.

TECHNICAL REVIEW COMMITTEE

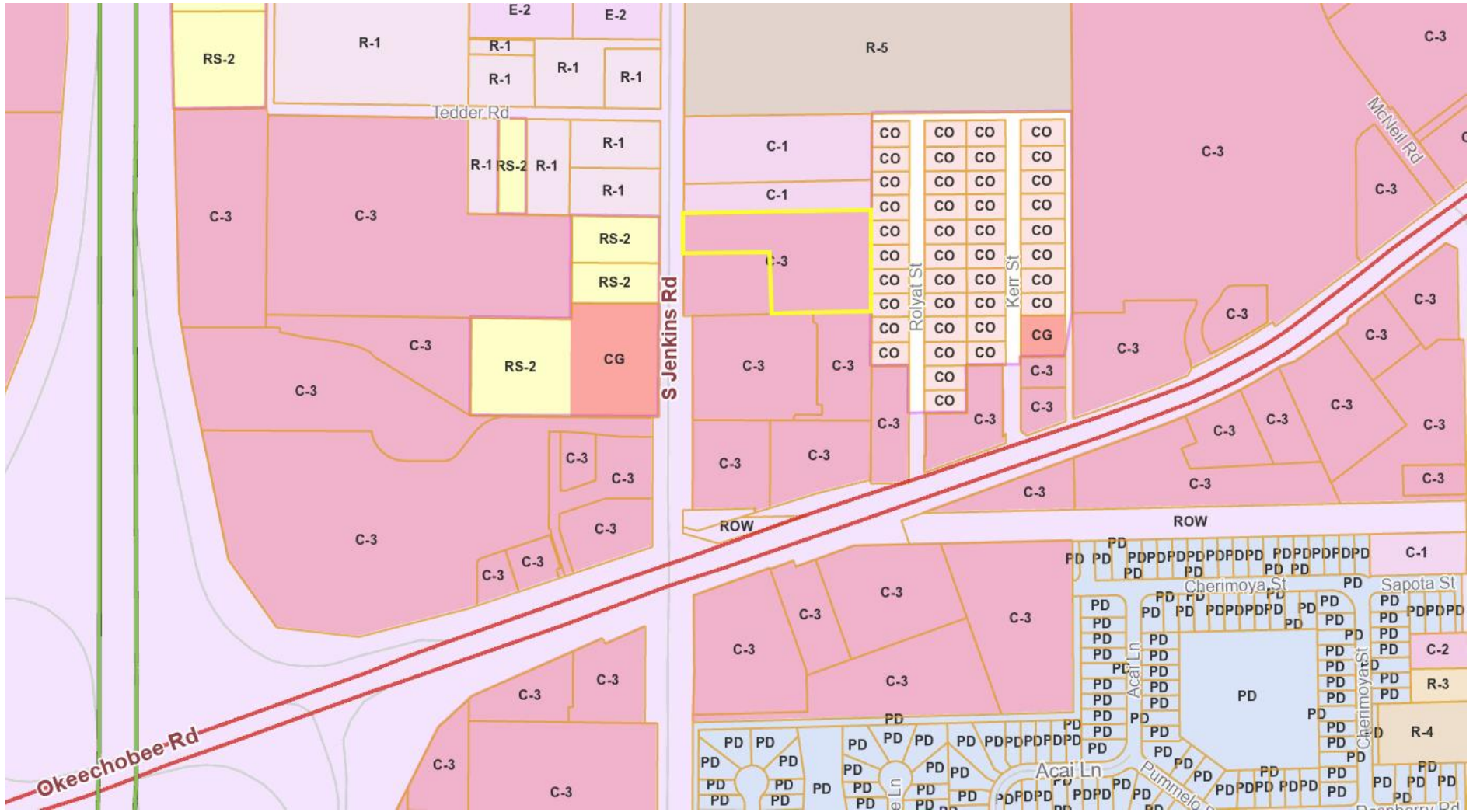
All affected departments have reviewed the proposed Major Site Plan with regards to consistency with established Ordinances and requirements of the City Code and Comprehensive Plan.

SITE LOCATION – CITY LIMITS



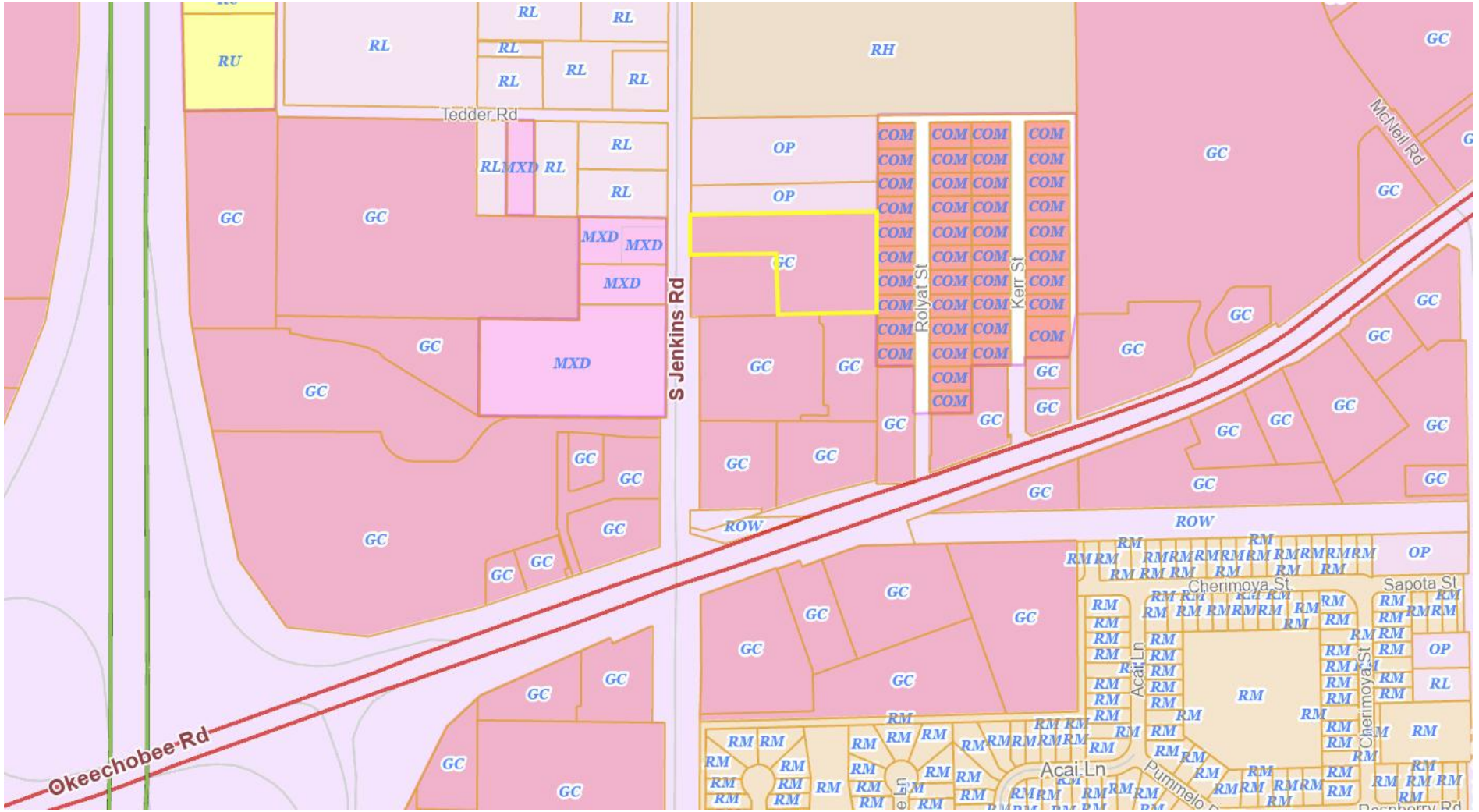
EXISTING ZONING CITY & COUNTY

Zoning:
C-3, General Commercial Zone



EXISTING FUTURE LAND USE – CITY & COUNTY

FLU:
GC, General Commercial



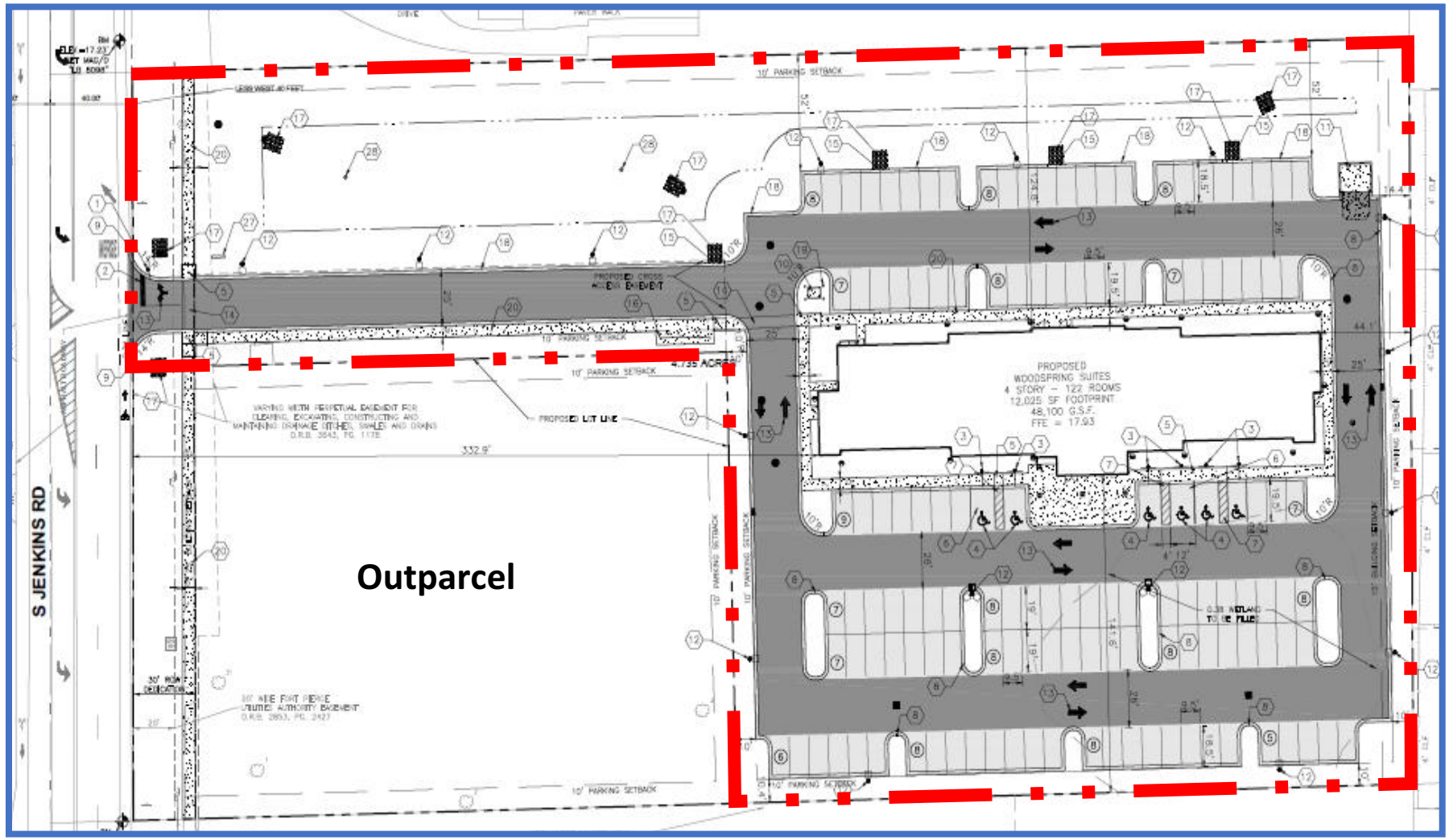
SITE PLAN

Building Area – 48,100 gsf total

1st Floor – 12,025 sf
2nd Floor – 12,025 sf
3rd Floor – 12,025 sf
4th Floor - 12,025 sf

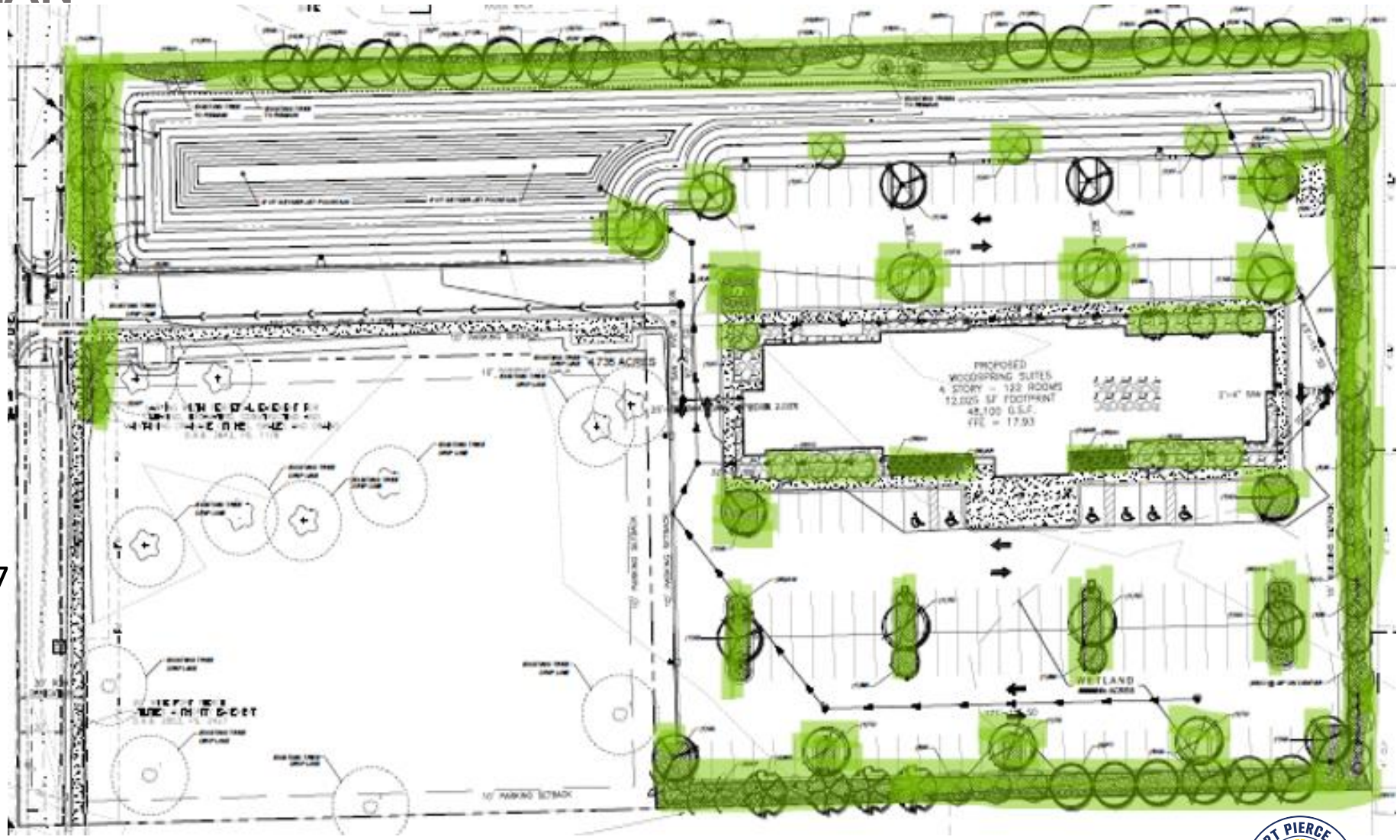
135 parking spaces
6 handicap spaces

Extended Stay Suites:
Rooms for days, weeks, months, or longer
Suites under 500 sf
In-room Kitchens
Desk Workspace
24/7 Laundry



WOODSPRING SUITES HOTEL – MAJOR SITE PLAN

LANDSCAPE PLAN



Proposed Native Trees: 117 (100%)

Proposed Native Palms: 51 (100%)

Proposed Native Shrubs: 339 (59%)

LANDSCAPE DATA

There are a total of seventy-four (74) native trees on the subject parcel that meets City of Fort Pierce requirements for mitigation.

TAG	QTY	SCIENTIFIC NAME	COMMON NAME
SHADE TREES			
MG	8	Magnolia grandiflora 'Bracken Brown Beauty'	Southern Magnolia
PT	10	Pinus taeda	Loblolly Pine
QL	20	Quercus laurifolia	Laurel Oak
QV	1	Quercus virginiana	Live Oak
TD	10	Taxodium distichum	Bald Cypress
ORNAMENTAL / PALM TREES			
CC	18	Cercis canadensis	Eastern Redbud
BN	5	Betula nigra	River Birch
IC	19	Ilex cassine	Dahoon Holly
SP	9	Sabal Palmetto	Cabbage Palm
SHRUBS			
CI	79	Chrysobalanus Icaco 'Red Tip'	Cocoplum
AW	40	Acalypha wilkesiana	Copperleaf
IV	260	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly
RH	196	Rhaphiolepis Indica	Indian Hawthorn
GROUNDCOVERS			
AR	63	Ajuga reptans	Carpet bugleweed
MC	49	Muhlenbergia capillaris	Gulf Muhly

ORIGINAL DESIGN REVIEW



FINAL DESIGN REVIEW



Contemporary style that mirrors current trends in many hospitality and lodging projects.

Horizonal articulation allowing the building mass to be broken up

Features and materials including aluminum framing, vinyl siding, multi-colored siding, cultured stone, asphalt pitched roof with variation, and structured fenestration.

The contemporary color palette.

PLANNING BOARD RECOMMENDATION

The Planning Board, at their May 12, 2025, meeting, voted unanimously to recommend Approval of the request with the amendment of condition #6 to include a minimum fence height of eight (8) feet.

CONDITIONS OF APPROVAL

1. A Landscape Maintenance Agreement will be required and approved by the Planning Department prior to Final Certificate of Occupancy.

2. A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.

3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

4. Install a landscaped area around the proposed monument sign base which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges, or similar vegetative materials.

5. Update the dumpster enclosure to the Solid Waste Department current standards, which includes a pedestrian entrance.

6. Install a masonry, wood, or vinyl fence to buffer from the residential uses to the north and east, at a minimum of eight (8) feet in height.

7. Install a streetscape improvement such as tables or benches around or near the stormwater pond area or an outdoor recreation area.

CC ACTIONS

- Possible actions of the City Commission:
- APPROVAL of the proposed SITE PLAN.
- Staff recommends approval of the request with seven (7) conditions.
- APPROVAL of the proposed SITE PLAN with changes.
- DISAPPROVAL of the proposed SITE PLAN.

RECOMMENDATION

The proposed Major Site Plan (Development Review & Design Review) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requested application with seven (7) conditions.

ALTERNATIVES

1. Modified Approval.

or

2. Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

June 2nd, 2025

Woodspring Suites Hotel – Major Site Plan (Development & Design Review)

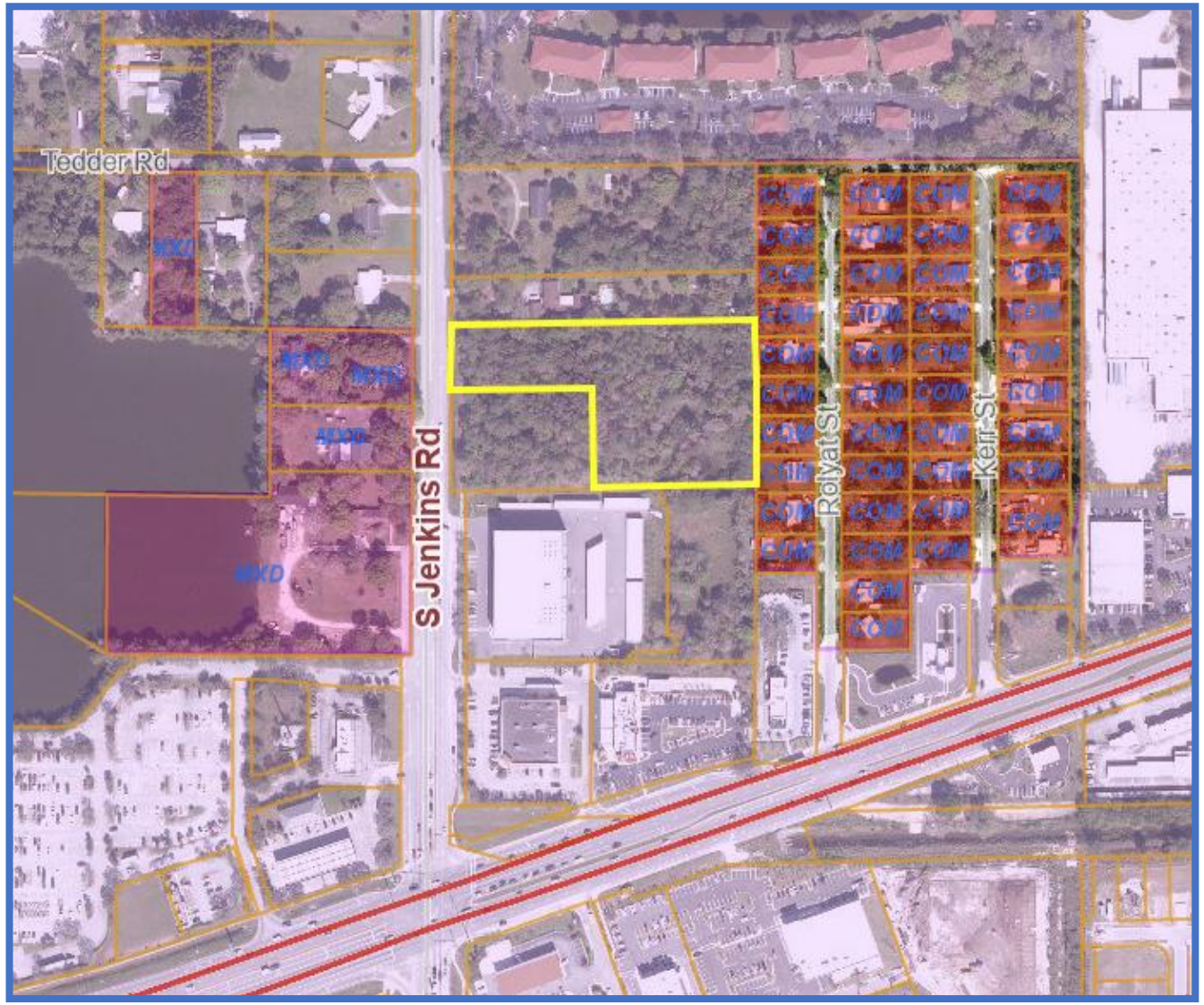
2480 South Jenkins Road

(2419-232-0003-000-6)

Project #24-07000006

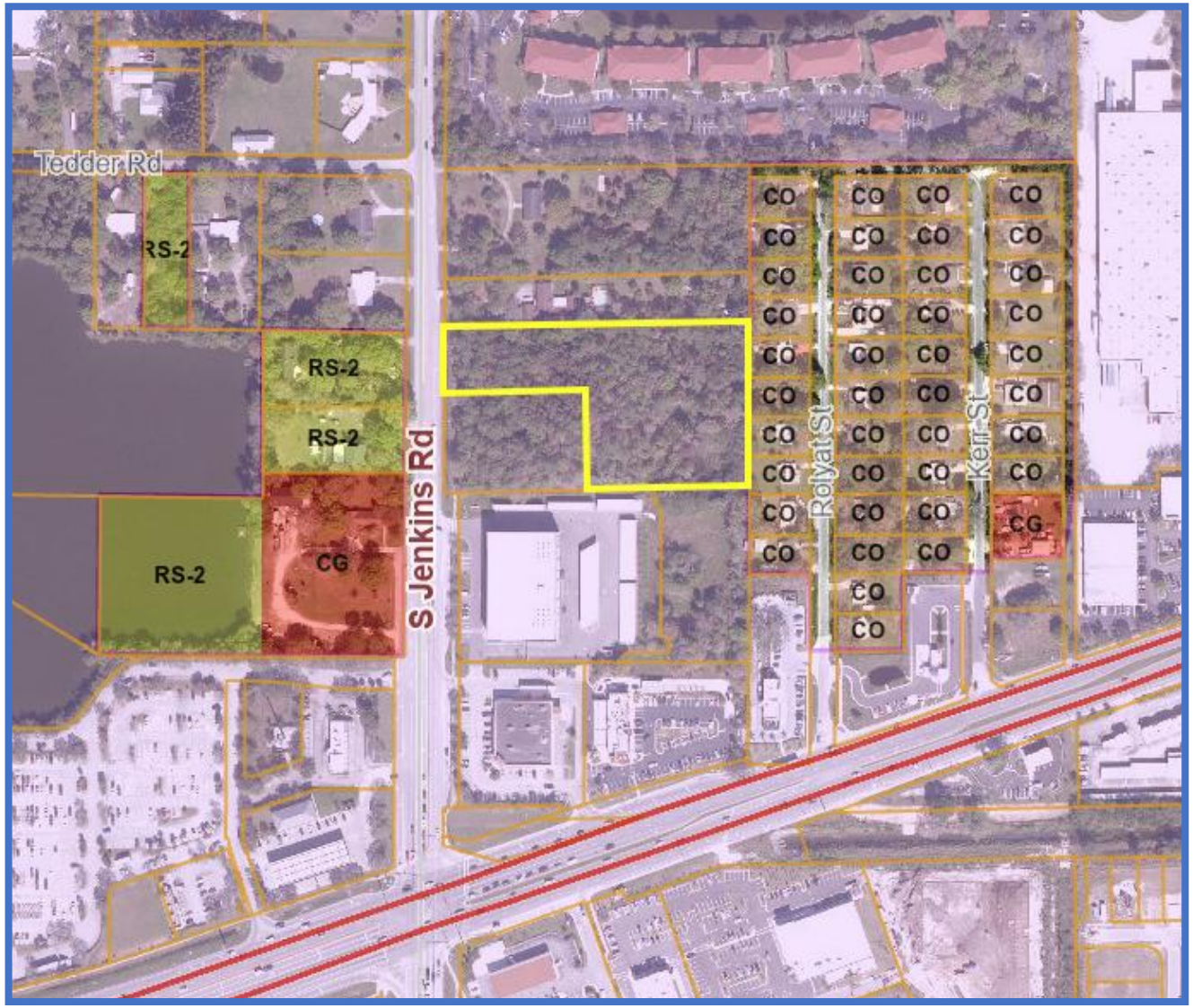
CITY LIMITS & SLC FLU

SITE AREA= 3.39 +/- Acres



CITY LIMITS & SLC ZONING

SITE AREA= 3.39 +/- Acres



CITY OF FORT PIERCE

PLANNING DEPARTMENT

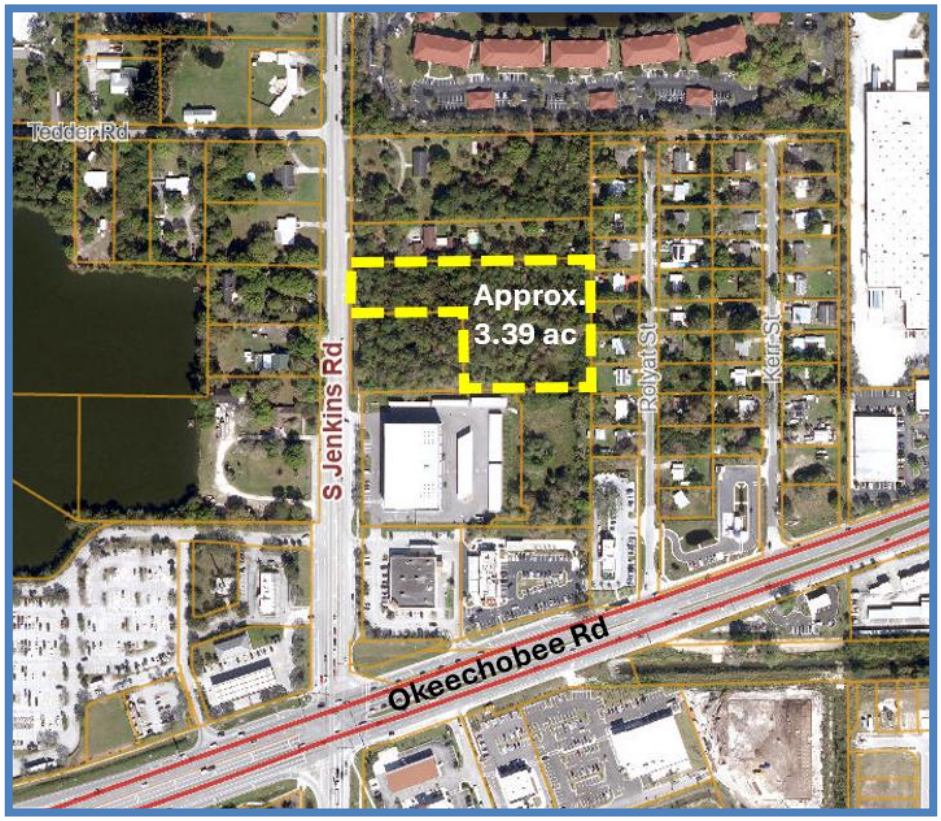
PROJECT: WOODSPRING SUITES HOTEL – MAJOR SITE PLAN (DEVELOPMENT & DESIGN REVIEW)
Project #24-07000006

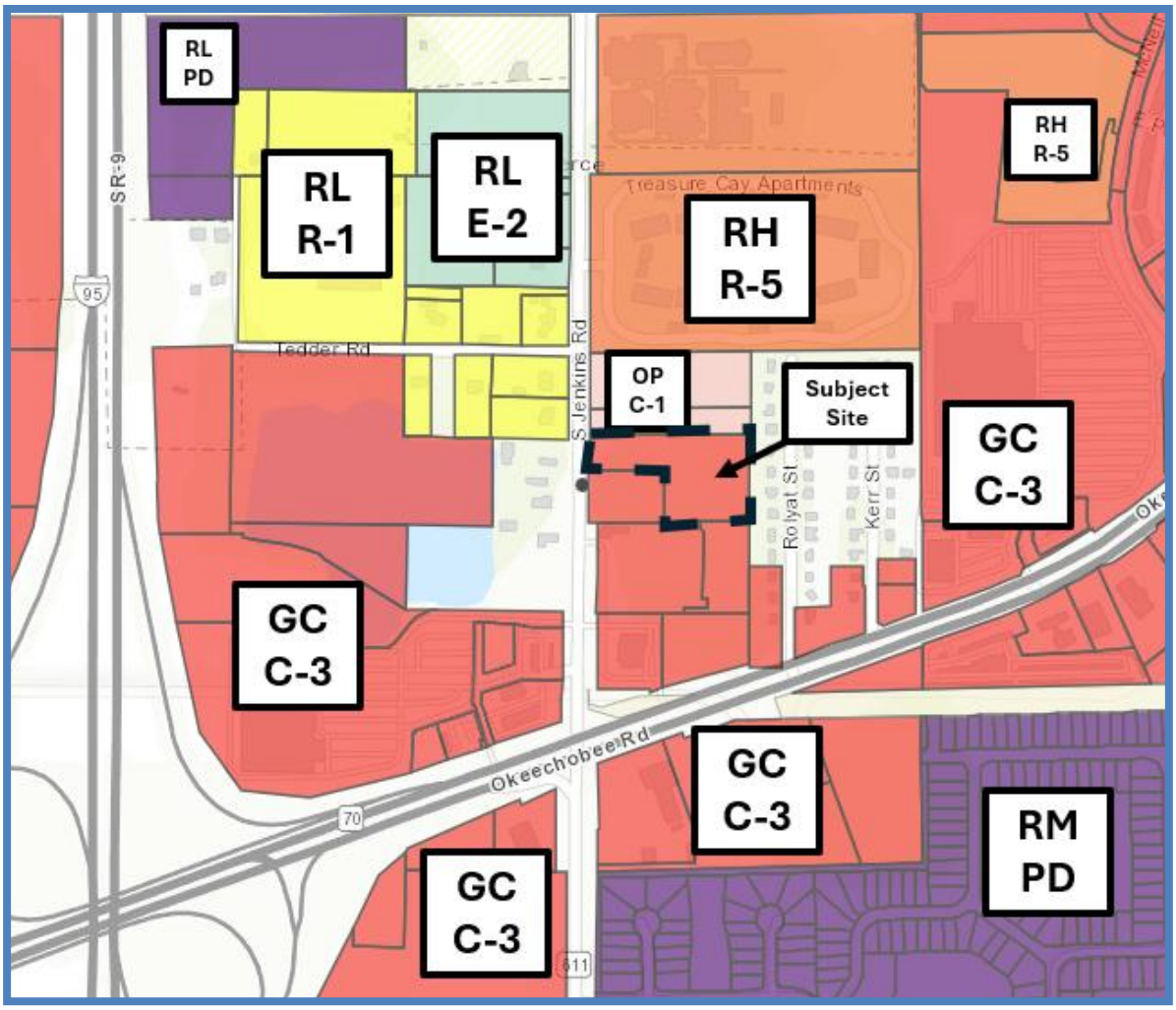
REVIEWER: VENNIS GILMORE, SENIOR PLANNER

DATE: APRIL 28, 2025

STAFF REPORT

Owner:	Mehul Patel
Applicant/Representative:	PHMI WS FORT PIERCE LLC
Requested Action:	Major Site Plan (Development & Design Review)
Location:	Generally located at 2480 South Jenkins Road in Fort Pierce, FL.
Parcel ID(s):	2419-232-0003-000-6
Current Zoning:	C-3, General Commercial Zone
Future Land Use:	GC, General Commercial





Surrounding Zoning:

North	East	South	West
OP/C-1	COM/C0 (SLC) CG (SLC)	GC/C-3	MXD/RS-2 (SLC)

Site Area:
+/- 3.39 Acres

Utilities: Located within the FPUA Service Area

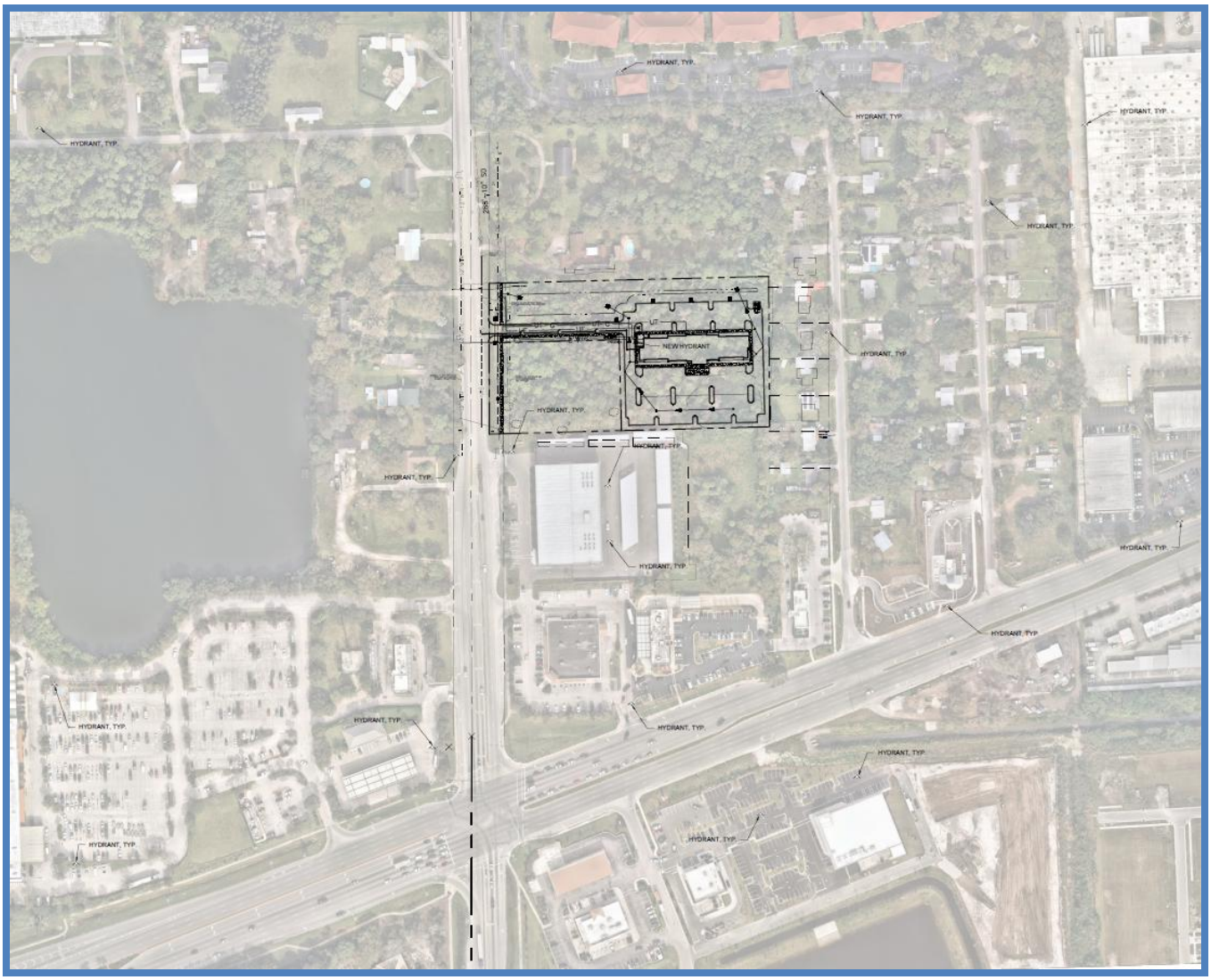
Staff Analysis:

Request
Request for review of an application for a Major Site Plan (Development & Design Review) to construct a four-story, one-hundred and twenty-two (122) room hotel, grossing approximately 48,100 square feet with associated site improvements.

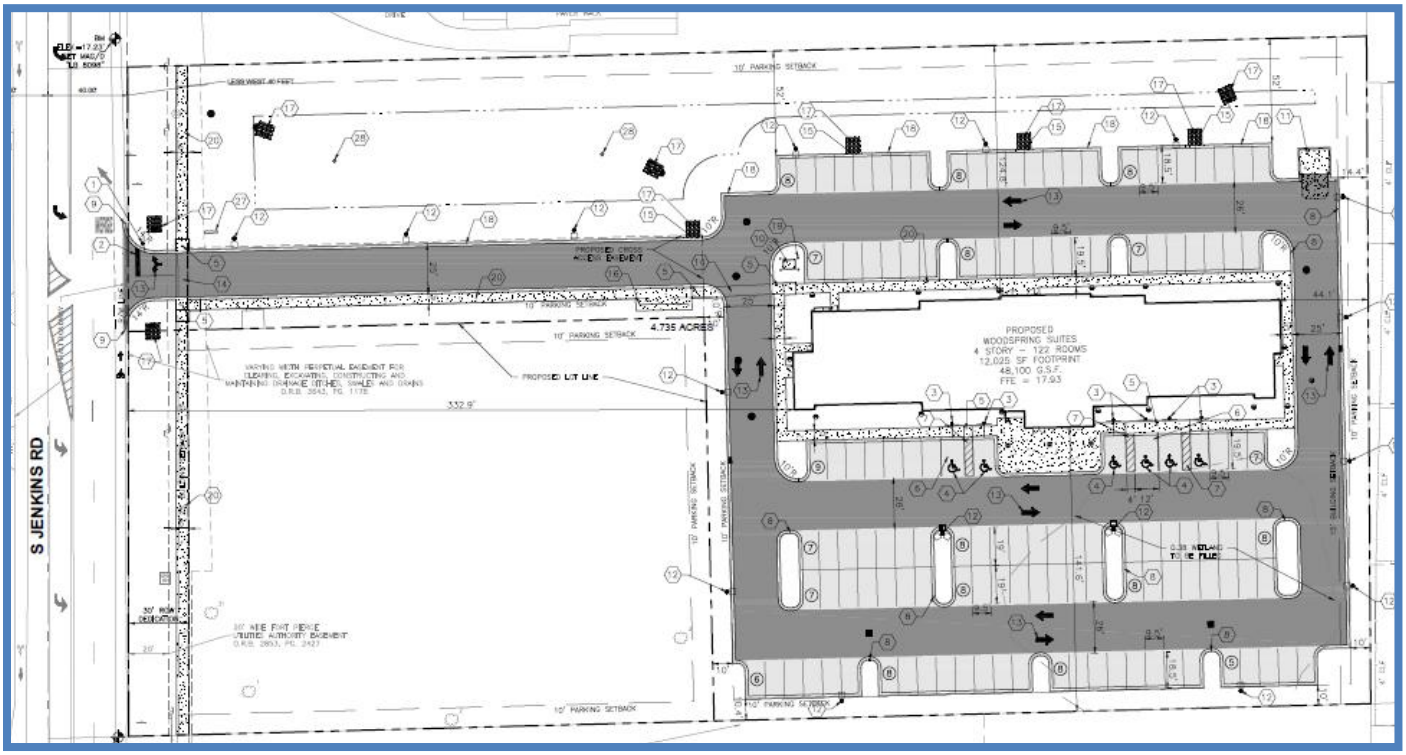
Project Summary
The subject site is located at 2480 South Jenkins Road in Fort Pierce, FL. It is comprised of approximately 3.39 acres of land and identified by the parcel number 2419-232-0003-000-6. The existing future land use (FLU) designation is General Commercial (GC), and the zoning classification is General Commercial Zone (C-3). The property is currently vacant. On October 24, 2024, the subject property was approved to be subdivided and create the adjacent property to the south as an outparcel. The outparcel was created for the potential use of an additional hotel to be constructed. Woodspring Suites development is primarily surrounded by residential uses; all single-family homes and one (1) commercial parcel. Immediately to the north and east there are single-family residences. To the west and across South Jenkins Road consist of single-family homes. The property to the south of the Woodspring Suites development is currently occupied by an Extra Space Storage as a commercial use. Properties to the west and east have St. Lucie County jurisdiction, future land use, and zoning.

The site plan consists of the proposed 122-room Woodspring Suites Hotel with four (4) floors each containing approximately 12, 025 square feet. Per City of Fort Pierce Code Section 125-315. – Off-street parking and loading., motels, hotels, and resort hotels require 1.1 parking spaces for each unit less than 500 square feet. A total of 134.2 parking spaces would be required, the applicant has provided 135 -parking spaces with six (6) of those parking spaces being designated as handicapped ADA parking spaces.

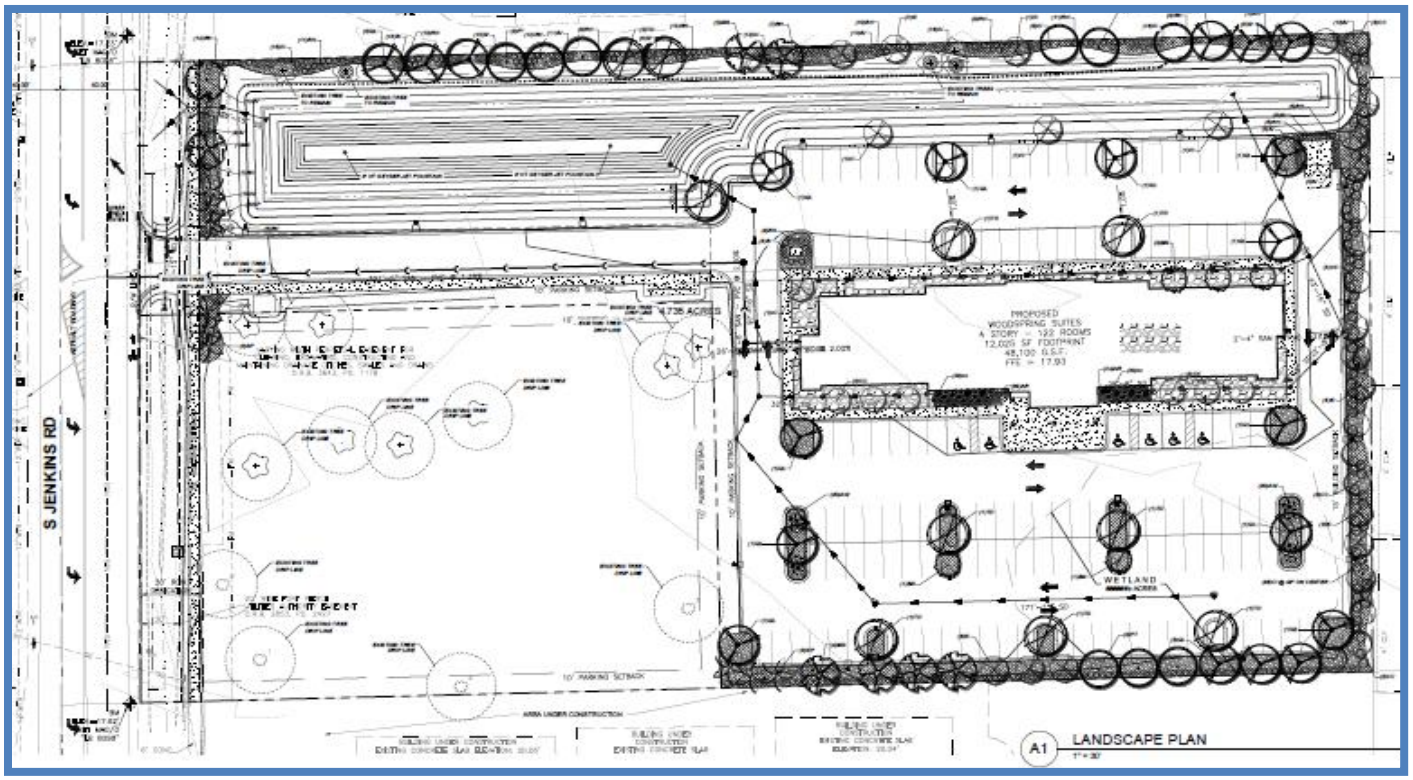
Woodspring Suites is an extended stay hotel chain, focusing on offering affordable, comfortable, practical accommodation for guests staying for longer periods (weeks, months, or longer). They cater to a variety of guests, including business travelers, families, students, and those relocating, providing a welcoming environment with spacious, smartly designed suites featuring in-room kitchens. All rooms include a well-designed kitchen with full-size refrigerator with freezer, two-burner stove top and microwave, comfortable seating, flat panel TVs, desk and workspace, and space for belongings. The hotel also features 24/7 access to guest laundry room, vending machines, and staff support.


HYDRANT, TYP.
NEW HYDRANT

Site Plan



Landscape Plan



Design

One (1) building type is proposed for the commercial hotel:

- Building Area – 48,100 gsf total
  1st Floor – 12,025 sf
  2nd Floor – 12,025 sf
  3rd Floor – 12,025 sf
  4th Floor - 12,025 sf

  135 parking spaces
  6 handicap spaces

The design intent for this project is to provide an attractive site design along with aesthetically pleasing and modern architectural design for the proposed commercial use. While the proposed design is intended to be aesthetically pleasing, it is also intended to provide functionality for its use as an extended stay hotel site. This shall be accomplished using site elements, landscape vegetation and architectural features. Site elements for the subject property shall include features such as a lighted fountain within the lake along South Jenkins Road. Architectural features proposed include vertical and horizontal projections, architectural features on the wall to break up the wall areas, and roof variation at the building corners and covered entries to the building. Concealed light features shall be utilized at entries to provide both light and architectural interest. The building façade will be further enhanced using foundation plantings and landscaping that the front entry driveway. These plantings will provide variation in heights, textures, and materials to aid in softening the building, as well as to provide an aesthetically pleasing composition. This will be particularly important at the entrances where 'human scale' views will be necessary.

The proposed building is designed in a contemporary style that mirrors current trends in many hospitality and lodging projects. The building footprint designs provide horizonal articulation allowing the building mass to be broken up, reducing overall scale, and creating a more visually interesting facade. The design utilizes contemporary features and materials including aluminum framing, vinyl siding, multi-colored siding, cultured stone, asphalt pitched roof with variation, and structured fenestration. The contemporary color palette consists of drift of mist, gray clouds, and let-it-rain. The applicant has decided to add the cultured stone as an architectural embellishment.

The overall plant palette provides a combination of both native and non-native plantings which will provide color and texture variations to further enhance the visual appeal of the site. The proposed landscape plan further makes use of the existing native Oak trees and Sabal Palms on site. The use of these elements will provide greater height, screening and environmental sustainability by reusing the existing site vegetation to the greatest extent possible. Additional native plantings, such as Laurel Oak, Live Oak, Southern Magnolia, Loblolly Pine, and Bald Cypress trees will further enhance the biodiversity of the site.

Access to the site will be facilitated off South Jenkins Road. Pavement marking improvements will be required to provide a left turn lane into the property for the southbound traffic.





Stormwater Retention & Landscaping

Stormwater Retention

Please see stormwater drainage plan on the conceptual civil plans provided with this submittal.

Landscaping

All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation. All new landscaping shall be provided with 100% irrigation coverage.

The overall landscape plan is provided on Sheets C-601 through 602; detailed landscape plans with a plant list are provided on Sheet C-601, and the project landscape notes are provided on Sheet1 C-602.

TAG	QTY	SCIENTIFIC NAME	COMMON NAME	COND.	SIZE	REMARKS
SHADE TREES						
MG	8	Magnolia grandiflora 'Bracken Brown Beauty'	Southern Magnolia	B&B	2.5" DBH. 12'ht. 5'wd.	Full, well shaped
PT	10	Pinus taeda	Loblolly Pine	B&B	6-8' Ht.	Full, well shaped
QL	20	Quercus laurifolia	Laurel Oak	B&B	2.5" DBH. 12'ht. 5'wd.	Full, well shaped
QV	1	Quercus virginiana	Live Oak	B&B	2.5" DBH. 12'ht. 5'wd.	Full, well shaped
TD	10	Taxodium distichum	Bald Cypress	B&B	2.5" DBH. 12'ht. 5'wd.	Full, well shaped
ORNAMENTAL / PALM TREES						
CC	18	Cercis canadensis	Eastern Redbud	B&B	2" DBH. 8'ht. 4'wd.	Full, well shaped, single-stem
BN	5	Betula nigra	River Birch	B&B	2" DBH. 8'ht. 4'wd.	Full, well shaped, single-stem
IC	19	Ilex cassine	Dahoon Holly	#30 gal..	2" DBH. 8'ht. 4'wd.	Full, well shaped, single-stem
SP	9	Sabal Palmetto	Cabbage Palm	#30 gal..	10' clear trunk ht. 4'wd.	Full, well shaped, single-stem
SHRUBS						
CI	79	Chrysobalanus Icaco 'Red Tip'	Cocoplum	#15 gal..	3'ht. x 24"wd.	Full, vigorous, 6' ht. minimum at maturity to screen residential
AW	40	Acalypha wilkesiana	Copperleaf	#15 gal..	3-4'ht. x 36"wd.	Full, vigorous, 3-4' ht.
IV	260	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	#5 cont.	24"ht. x 24"wd.	Full, vigorous
RH	196	Rhaphiolepis indica	Indian Hawthorn	#5 cont.	24"ht. x 24"wd.	Full, vigorous
GROUNDCOVERS						
AR	63	Ajuga reptans	Carpet bugleweed	pints	6"ht. x 12"wd.	Plant spacings for full coverage within 3 months
MC	49	Muhlenbergia capillaris	Gulf Muhly	1 gal.	24"ht x 24"wd.	Plant spacings for full coverage within 3 months
SOD						
	37,000 SF	Zoysia	Zoysia			
EXISTING TREES TO REMAIN						
#	Cal. in Inches					
1	23	Quercus laurifolia	Laurel Oak			
2	17	Quercus laurifolia	Laurel Oak			
31	20	Quercus laurifolia	Laurel Oak			
3	N/A	Palmetto	Palm			

There is a total of seventy-four (74) native trees on the subject parcel that meets City of Fort Pierce requirements for mitigation. The breakdown by species is as follows:
Laurel Oak (Quercus Laurifilia) - Cabbage Palm (Sabal Palmetto) - Slash Pine (Pinus Elliottii)
Cabbage Palms: 38 Slash Pine: 33 Laurel Oak: 13

Plant List

Total Trees Proposed:
117 (including palms)

Proposed Native Trees:
117 (100%)

Total Palms Proposed:
51

Proposed Native Palms:
51 (100%)

Total Shrubs Proposed:
575

Proposed Native Shrubs:
339 (59%)

Comprehensive Plan
The subject property is designated with a GC, General Commercial future land use. The designation is intended for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

Summary of Technical Review Committee

All affected departments have reviewed the proposed Development Plan with regard to consistency with established ordinances and requirements of the City Code.

Fort Pierce Engineering Department
See Supporting Documents.
Fort Pierce Building Department
See Supporting Documents.
St. Lucie County Planning Department
See Supporting Documents.
St. Lucie County PW/Engineering
See Supporting Documents.
Fort Pierce Police Department
See Supporting Documents.
City Clerk Office
No comments received.
Code Enforcement
No comments received.
Fort Pierce Utilities Authority
See Supporting Documents.
St. Lucie County Fire District
See Supporting Documents.
Florida Department of Transportation

See Supporting Documents.
St. Lucie County School Board
No comments received.
St. Lucie Transportation Planning Organization
No comments received.
St. Lucie County Transit – Area Regional Transit
See Supporting Documents.

Full findings and comments from review by the corresponding departments, and the responses and plan amendments by the applicant are provided for consideration by the Planning Board.

Planning Board Recommendation:
The Planning Board, at their May 12th, 2025, meeting, unanimously recommended approval of the proposed Major Site Plan Amendment with the amendment of Staff recommended condition #6 to include a minimum fence height of eight (8) feet.

Staff Recommendation:
The proposed Major Site Plan Amendment (Development) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requested application with the following conditions:

1. A Landscape Maintenance Agreement will be required and approved by the Planning Department prior to Final Certificate of Occupancy.

2. A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.

3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

4. Install a landscaped area around the proposed monument sign base which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges, or similar vegetative materials.

5. Update the dumpster enclosure to the current standards by the Solid Waste Department which includes a pedestrian entrance.

6. Install a concrete, wood, or vinyl fence to buffer from the residential uses to the north and east.

7. Install a streetscape improvement such as tables or benches around or near the stormwater pond area or an outdoor recreation area.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PHMI WS Fort Pierce LLC
60 Service Lane
Ringgold, GA 30736

Subject: Woodspring Suites Hotel – Site Plan (Development & Design Review) –- Technical Review Committee Comments for June 20, 2024 TRC Meeting

City of Fort Pierce Planning Department

1. A landscape maintenance agreement must be submitted prior to Certificate of Occupancy, acknowledging the following:

   The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

   a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

   b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

   In case of violation:

   Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the special magistrate for appropriate action.

2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

3. Please submit a General Address Request Form.

4. Please consider installing a landscaped area around the proposed monument sign base which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges, or similar vegetative materials.

5. Please ensure that lighting doesn't bleed onto the adjacent residential properties.

6. Per City Code Section 125-314. – Design Review, (4) Elevations: Walls shall be punctuated with architectural elements. Utilize site breaks to punctuate the streetscape. **Implement the design and architectural elements of the Woodspring Suites Hotel in Stockbridge, Georgia below:**



The monument sign should match this design with stone masonry to add architectural detail.

The above condition is for the following reasons:

Per City Code Section 125-314. – Design Review (d) (2):

The design review board shall review the application and make a recommendation to the commission for approval or disapproval. If the board recommends disapproval, the reasons shall be stated. The board shall consider the following standards:
a.
The design, including landscape features, is architecturally compatible with surrounding structures so as to be reasonably harmonious in landscaping, style, and color; **(see adjacent storage facility)**
c.
The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty; **(The design should enhance the quality of the surrounding area.)**
d.
The design avoids undue monotony in structural design features.

7. Per City Code Section 125-314. – Design Review, (5) Streetscape improvement guidelines: Streetscape improvements include those architectural or functional facilities or structures which occur on site but are not part of the building and which contribute to the overall appearance of the development and encourage and facilitate human interaction with the environment. Examples include, but are not limited to, decorative light fixtures, fountains, sculpture and other civic art, benches and tables, planters, retaining walls, pedestrian and bicycle paths, bicycle parking structures, trash receptacles and enclosures, vendor areas, bollards, and fences. These improvements shall be designed to be consistent with all guidelines of this section and shall be reviewed for aesthetic functionality and compatibility with the city's design expectations. **Please employ Streetscape Improvements such as tables or benches around or near the stormwater pond area or an outdoor recreation area, planters, trash receptables**

8. Per City Code Section 125-315. – Off-Street Parking and Loading. (f) – Please install short-term bicycle parking.

   b. Design.
   Required short-term bicycle parking spaces must:

   1.Consist of bike racks or lockers that are anchored so that they cannot be easily removed:
   2.Be of solid construction, resistant to rust, corrosion, hammers, and saws;
   3.Allow both the bicycle frame and the wheels to be locked with the bicycle in an upright position using a standard U-lock;
   4.Be designed so as not to cause damage to the bicycle;
   5.Facilitate easy locking without interference from or to adjacent bicycles; and
   6.Be in highly visible, active, well-illuminated areas that do not interfere with pedestrian movements.

9. Are all rooms less than 500 square feet? The parking calculation listed the calculation for rooms larger than 500 square feet as well.

10. There is a discrepancy on the landscape plan and site plan. The landscape plan shows a wet stormwater pond. **Please provide clarification.**

11. We have been informed of another proposed hotel adjacent to the proposed Woodspring Suites Hotel; is there a master stormwater plan proposed?

12. If a 2nd hotel is proposed, Per City Code Chapter 121 Subdivisions, a Minor Replat is required prior to moving forward. (minor replats are reviewed administratively).

13. Please consider a concrete, wood, or vinyl fence to buffer from the residential uses to the north and east.

14. Because a second parcel and development are proposed, the trees preserved on your tree mitigation plan and landscape plan can not be counted as preservation. Each property will be accountable for its own proposed tree preservation. Please resubmit your tree mitigation plan after the minor replat has been completed.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Planning Department

From : Venetia Barnes, Stormwater Engineer VB

From : Tracy Telle, Engineering Manager TT

Re : Site Plan – Woodsprings Suites Hotel – 2480 S. Jenkins Road
TRC No. 24-07000006

Date : October 30, 2024

This is to advise you that we have completed the review of the following documents as received by this office on September 30, 2024:

- [x] Site Plan (Development & Design Review)
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Site Plan
- [ ] Site Plan
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\W\Woodsprings Suites Hotel\TRC\Site Plan\Submittal No. 2 - 092524\SP Approval w. Conditions - 103024.docx

ADVISORY COMMENTS:

1. The site plan was updated to include a 30-foot R/W dedication; therefore the site plan shall be revised to move the stop bar, stop sign and directional arrows to the revised property boundary.
2. Jenkins Road is owned and maintained by Saint Lucie County (SLC). All off-site roadway improvements shall be reviewed and approved by SLC. Note that this may impact, the proposed left-out exit.
3. A driveway, construction access and drainage permit shall be approved by SLC at the time of DPCR.
4. The stormwater drainage plan was reviewed conceptually. An in-depth review will be conducted at the time of DPCR.
5. The Environmental Assessment denotes the presence of a wetland on site. All Federal, State and Local permits shall be required prior to any land clearing activities.
6. A tree survey, mitigation plan and costs shall be required at the time of DPCR.

TST/VB/vb

Kimley»Horn

To: Kori Benton, AICP
Planning Manager
St. Lucie County Planning & Development Services

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc. ARM

Date: April 9, 2025

Re: **Woodspring Suites Hotel**
Final Review Traffic Impact Study

Kimley-Horn has reviewed the traffic impact study (dated February 12, 2025) prepared by Traffic & Mobility Consultants. related to the above-mentioned project. The project consists of a 122-room hotel (ITE LUC 310) and is located east of Jenkins Road and north of Okeechobee Road. It is anticipated that the proposed trip generation potential for the site is as follows: 54 (30 entering/ 24 exiting) AM peak hour trips and 62 (32 entering / 30 exiting) PM peak hour trips.

The analysis shows study area roadway segments will operate acceptably upon buildout. With the inclusion of background improvements (signal timings), the intersection of Jenkins Road & Okeechobee Road is anticipated to operate as deficient. Ingress right and left turn lanes are warranted at the proposed driveway connection. Buildout deficiencies are not anticipated due to project traffic.

Thank you for the opportunity to assist the St. Lucie County in reviewing this project. Please contact us if you have any questions or need additional information.

From: Hymowitz, Larry
To: Vennis Gilmore
Subject: RE: Technical Review Project: # 24-07000006 - WoodSpring Suites Hotel (1st Resubmittal) - Major Site Plan & Design Review
Date: Friday, October 25, 2024 4:05:18 PM
Attachments: image003.png
image004.png
image005.png
image006.png
image007.png

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

I have no comments regarding the subject development.

Thank you for coordinating.

FDOT

Larry Hymowitz
Planning Specialist, Policy and Mobility Planning Section
Planning & Environmental Management - FDOT District Four
p: (954) 777-4663 f: (954) 677-7892
a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309
e: larry.hymowitz@dot.state.fl.us w: www.dot.state.fl.us

Together our actions have the power to save lives!

TARGET ZERO FATALITIES & SERIOUS INJURIES

TARGET ZERO TEAM

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Friday, October 25, 2024 3:36 PM
Subject: RE: Technical Review Project: # 24-07000006 - WoodSpring Suites Hotel (1st Resubmittal) - Major Site Plan & Design Review
Importance: High

EXTERNAL SENDER: Use caution with links and attachments.

Hello All,

I'm just following up on this most recent resubmittal review. So far, I have only received

resubmittal comments from St. Lucie Fire, Fort Pierce Police Department, and St. Lucie Transit. The applicants will be resubmitting a second (2nd) time very soon. If you have any further questions or concerns about this 1st resubmittal; please contact the applicants Greg Monnig at Greg.Monnig@Woolpert.com and Nick Pitzen at Nick.Pitzen@Woolpert.com

Greg Monnig, PE, PMP
Project Manager
Senior Associate

Woolpert
4454 Idea Center Boulevard | Dayton, OH 45430
D 937.531.1481 | O 937.461.5660 | Cell 937.602.5332
Greg.Monnig@woolpert.com | www.woolpert.com

Nick Pitzen
Project Engineer | Design Services
D: 630.693.6322
nick.pitzen@woolpert.com
Woolpert
3333 Warrenville Road, Suite 200, Lisle, Illinois 60532
woolpert.com

Best Regards,

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: Vennis Gilmore
Sent: Wednesday, September 25, 2024 5:03 PM
Subject: Technical Review Project: # 24-07000006 - WoodSpring Suites Hotel (1st Resubmittal) - Major Site Plan & Design Review
Importance: High

To Whom It May Concern,

Technical Review Project: # 24-07000006 - WoodSpring Suites Hotel (1st Resubmittal) - Major Site Plan & Design Review

Download Link Below:
9.6.24 Set for Permit - Resubmittal

The WoodSpring Suites development consists of one four-story (122 room) 12,025 SF hotel building with associated parking and other infrastructure improvements. The total site area is 4.735 acres of which 1.34 acres located in the southwest corner will be lot split for a future use.

The property is zoned C-3 which has a hotel as an allowed use.

Access to the site will be facilitated off South Jenkins Road. Pavement marking improvements will be required to provide a left turn lane into the property for the southbound traffic.

- The original submittal was reviewed for the June 20th, 2024, TRC meeting.

Send all comments and approval letters by October 4, 2024 (Monday) to planning@cityoffortpierce.com and vgilmore@cityoffortpierce.com . Let me know if you have any questions or concerns. Thank you.

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: Cathi Petagno
To: Monnig, Greg; Vennis Gilmore; Pitzen, Nick; Nix, Ray
Subject: RE: Woodsprings Suites Hotel - St. Lucie Transit (1st Resubmittal Review)
Date: Tuesday, October 1, 2024 1:06:52 PM
Attachments: image001.png
image002.png

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Hi Greg,

Thank you for contacting me, I was missing a letter in your email address. I appreciate you taking the time to speak with me.

Below are my replies to your questions:

1. Can you send me details for the bus bay? accessing-transit---design-handbook-for-florida-bus-passenger-facilities-14-20-rev.pdf (fdotwww.blob.core.windows.net)
2. Can you send me a link to the bus manufacturer's 40' bus that the County uses? We need the make and model you use. Our largest bus is a Gillig 40 ft low floor - Low Floor | GILLIG
3. Does the County Pay for the bus bay installation or is it the developers to construct? The developer typically pays for the bus bay to be installed.
4. Would the Bus Bay be on the main road in the ROW? Or are you expecting it to be onsite? We would like it to be on ROW on the main road.

Best regards,
Cathi

Cathi Petagno | Senior Program Specialist | Transit Department
Ph: 772-462-5163 |2300 Virginia Avenue, Fort Pierce, FL 34982
facebook.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

From: Monnig, Greg <Greg.Monnig@Woolpert.com>
Sent: Tuesday, October 1, 2024 12:28 PM
To: Vennis Gilmore <vgilmore@cityoffortpierce.com>; Pitzen, Nick <Nick.Pitzen@Woolpert.com>; Nix, Ray <Ray.Nix@woolpert.com>; Cathi Petagno <PetagnoC@stlucieco.org>
Subject: RE: Woodsprings Suites Hotel - St. Lucie Transit (1st Resubmittal Review)

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Cathi
Good talking to you yesterday. Probably got my email incorrect when we talked.

1. Can you send me details for the bus bay?
2. Can you send me a link to the bus manufacturer's 40' bus that the County uses? We need the make and model you use. 40 ft low floor
3. Does the County Pay for the bus bay installation or is it the developers to construct?
4. Would the Bus Bay be on the main road in the ROW? Or are you expecting it to be onsite.

Thanks,

Greg Monnig, PE, PMP
Project Manager
Senior Associate

Woolpert
4454 Idea Center Boulevard | Dayton, OH 45430
D 937.531.1481 | O 937.461.5660 | Cell 937.602.5332
Greg.Monnig@woolpert.com | www.woolpert.com

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Monday, September 30, 2024 11:02 AM
To: Monnig, Greg <Greg.Monnig@Woolpert.com>; Pitzen, Nick <Nick.Pitzen@Woolpert.com>; Nix, Ray <Ray.Nix@woolpert.com>
Subject: RE: Woodsprings Suites Hotel - St. Lucie Transit (1st Resubmittal Review)

CAUTION: This email originated from outside of Woolpert. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good Morning,

petagnoc@stlucieco.org

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: Monnig, Greg <Greg.Monnig@Woolpert.com>
Sent: Monday, September 30, 2024 8:40 AM
To: Pitzen, Nick <Nick.Pitzen@Woolpert.com>; Nix, Ray <Ray.Nix@woolpert.com>; Vennis Gilmore <vgilmore@cityoffortpierce.com>
Subject: RE: Woodsprings Suites Hotel - St. Lucie Transit (1st Resubmittal Review)

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Vennis
Can you provide me with Cathi Petagno's email address? We want to reach out to see if they have standard details for the bus bay and bus vehicle turning information and schedule. We need to see what type of impact this will have on our layout.
Thanks

Greg Monnig, PE, PMP
Project Manager
Senior Associate

Woolpert
4454 Idea Center Boulevard | Dayton, OH 45430
D 937.531.1481 | O 937.461.5660 | Cell 937.602.5332
Greg.Monnig@woolpert.com | www.woolpert.com

From: Pitzen, Nick <Nick.Pitzen@Woolpert.com>
Sent: Friday, September 27, 2024 11:12 AM
To: Nix, Ray <Ray.Nix@woolpert.com>
Cc: Monnig, Greg <Greg.Monnig@Woolpert.com>
Subject: FW: Woodsprings Suites Hotel - St. Lucie Transit (1st Resubmittal Review)

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>

Sent: Friday, September 27, 2024 9:57 AM
To: Pitzen, Nick <Nick.Pitzen@Woolpert.com>
Subject: Woodsprings Suites Hotel - St. Lucie Transit (1st Resubmittal Review)

CAUTION: This email originated from outside of Woolpert. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi Nick,

St. Lucie Transit has the following comment:

We would like to see a bus bay added to the plan if possible since this Hotel is within the bus system and microtransit area.

Best regards,
Cathi

Cathi Petagno | Senior Program Specialist | Transit Department
Ph: 772-462-5163 |2300 Virginia Avenue, Fort Pierce, FL 34982
facebook.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey



Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Woodsprings Suites Hotel - 2480 S Jenkins Rd TRC

REVIEW DATE: 6/18/2024

PLANNER: VENNIS GILMORE (PROJECT #: 24-07000006)

REVIEWED BY: Captain Andres Elizondo

Site Plan Approved with conditions: _____

Site Plan Requires Re-submittal: ___X____

Site Plan Rejected: _____

The Following Conditions/Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please provide an electronic revised copy of the site plan (pdf format).**
4. ~~**Please provide written acknowledgement of the conditions/revisions provided.**~~ **Received Written Comment Acknowledgement 9/25/2024.**
5. ~~**A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**~~ **Received Written Comment Acknowledgement 9/25/2024.**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

6. ~~**Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2)**~~ **Received Written Comment Acknowledgement 9/25/2024.**

7. ~~**Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23, at least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access (including, but not limited to trees, canopies, etc.)**~~ **Received Written Comment Acknowledgement 9/25/2024.**

8. ~~**The Fire District reserves the right for future comments at the site plan & building construction phase.**~~ **Received Written Comment Acknowledgement 9/25/2024.**

9. ~~**Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)**~~ **Received Written Comment Acknowledgement 9/25/2024.**

10. ~~**Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)**~~ **Received Written Comment Acknowledgement 9/25/2024.**

11. ~~**Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft. (SLCFD Resolution 740-23)**~~ **Received Written Comment Acknowledgement 9/25/2024.**

12. ~~**A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. (NFPA 1.18.2.3.2.1)**~~ **Received Written Comment Acknowledgement 9/25/2024.**

13. ~~**Multiple Access Roads. More than one fire apparatus access road shall be provided when it is determined by the AHJ that access by a single road could be impaired by vehicle congestion, condition of terrain, climate conditions, or other factors that could limit access. (NFPA 1 18.2.3.3)**~~ **Received Written Comment Acknowledgement 9/25/2024.**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

14. ~~**Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**~~ **Received Written Comment Acknowledgement 9/25/2024.**

15. ~~**An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".**~~ **Received Written Comment Acknowledgement 9/25/2024.**

16. ~~**Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD). NFPA 1141 Chapter 10.1.3.**~~ **Received Written Comment Acknowledgement 9/25/2024.**

17. ~~**Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**~~ **Received Written Comment Acknowledgement 9/25/2024.**

18. ~~**The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.**~~ **Received Written Comment Acknowledgement 9/25/2024.**

19. ~~**Minimum Size of Water Mains**~~
~~**The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current**~~

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

~~**Insurance Service Office (ISO) requirements**~~ **Received Written Comment Acknowledgement 9/25/2024.**

20. ~~**Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the Florida Fire Prevention Code and its incorporated standards and codes. Pre-surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping or a certification document of radio signal strength provided by a licensed engineer.**~~ **Received Written Comment Acknowledgement 9/25/2024.**

21. ~~**Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).**~~ **Received Written Comment Acknowledgement 9/25/2024.**

22. ~~**Site Plans submitted in accordance with this Fire Prevention Code shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.**~~ **Received Written Comment Acknowledgement 9/25/2024.**

From:	Damian Spotts
To:	Vennis Gilmore
Subject:	RE: Technical Review Project: # 24-07000006 - WoodSpring Suites Hotel (1st Resubmittal) - Major Site Plan & Design Review
Date:	Thursday, September 26, 2024 12:59:38 PM
Attachments:	image002.png

No additional comments at this time.

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Wednesday, September 25, 2024 5:03 PM
Subject: Technical Review Project: # 24-07000006 - WoodSpring Suites Hotel (1st Resubmittal) - Major Site Plan & Design Review

SECURITY CAUTION - this message is from outside FPPD. Please do not open links or attachments you are not expecting.

To Whom It May Concern,

Technical Review Project: # 24-07000006 - WoodSpring Suites Hotel (1st Resubmittal) - Major Site Plan & Design Review

Download Link Below:
9.6.24 Set for Permit - Resubmittal

The WoodSpring Suites development consists of one four-story (122 room) 12,025 SF hotel building with associated parking and other infrastructure improvements. The total site area is 4.735 acres of which 1.34 acres located in the southwest corner will be lot split for a future use.

The property is zoned C-3 which has a hotel as an allowed use.

Access to the site will be facilitated off South Jenkins Road. Pavement marking improvements will be required to provide a left turn lane into the property for the southbound traffic.

- The original submittal was reviewed for the June 20th, 2024, TRC meeting.

Send all comments and approval letters by October 4, 2024 (Monday) to planning@cityoffortpierce.com and vgilmore@cityoffortpierce.com . Let me know if you have any questions or concerns. Thank you.

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce

Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey



This email has been scanned for spam & viruses. If you believe this email should have been stopped by our filters, click here to report it.

From: Kori Benton
To: Monnig, Greg; Vennis Gilmore; Alicia Rosenthal; Pitzen, Nick; Larry Beilksi; Dwayne Rash; McDonald, Scott; Nix, Ray; Mehul Patel; Harry Patel; Grant M. Chambers
Subject: RE: Woodspring Suites Hotel - Fort Pierce TRC Comments
Date: Thursday, July 25, 2024 9:47:31 AM
Attachments: image001.png
image002.png

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

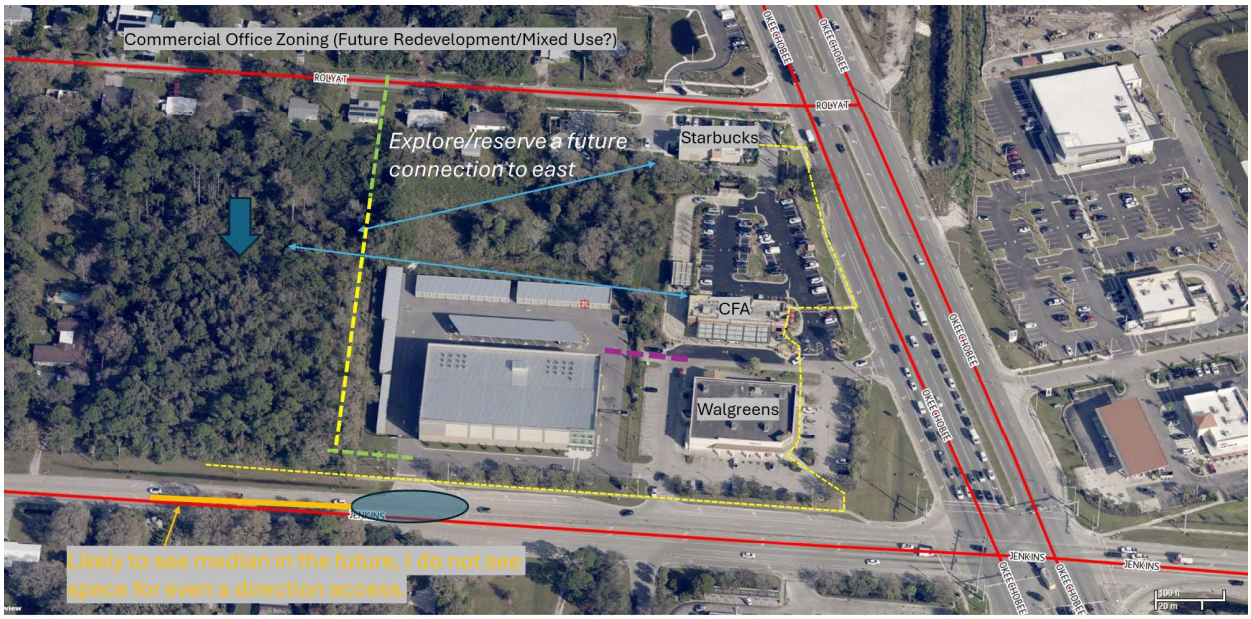
Good morning,

Thank you for your follow-up, notes, and confirmation to release the TIR review. Typically, our reviewers need 3 weeks to merge and complete the research with their queue.

As a preface, St. Lucie County owns and maintains Jenkins Road, therefore access/permitting are under our jurisdiction. The *advisory* notes or suggestions for the site design (internal to the property) are just that, recommendations. Since the site abuts county (unincorporated) residents, we offered input.

Thank you for evaluating the prospects of cross-access. It's a shame that the utility impediments exist – as it was a logical extension in the future, especially with the other CA opportunity (purple) eliminated. The lands to the east contain SF homes, however the zoning is commercial office, with the anticipation of future redevelopment for non-residential/mixed use.

We still encourage preservation of and/or expansion of the northern buffer to further dampen noise, lights or other adverse impacts (i.e. masonry wall if native trees are cleared, etc.) – The offered hedge addition is noted. A masonry enclosure or similar is encouraged, if the location can not shift, as we expect early morning collection which is more typical for commercial sites.



From: Monnig, Greg <Greg.Monnig@Woolpert.com>
Sent: Wednesday, July 24, 2024 6:52 PM
To: Vennis Gilmore <vgilmore@cityoffortpierce.com>; Alicia Rosenthal <arosenthal@cityoffortpierce.com>; Pitzen, Nick <Nick.Pitzen@Woolpert.com>; Larry Beilksi <larry@phmigroup.com>; Dwayne Rash <drash@encore.bz>; McDonald, Scott <Scott.McDonald@Woolpert.com>; Kori Benton <bentonk@stlucieco.org>; Nix, Ray <Ray.Nix@woolpert.com>; Mehul Patel <mehul@phmigroup.com>; Harry Patel <harry@phmigroup.com>
Subject: RE: Woodspring Suites Hotel - Fort Pierce TRC Comments

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Kori Benton
We wanted to followup on your comments below:

1. Requesting Third Party Traffic review of the project
   Answer - I spoke with Larry Patel at PHMI Group and he is authorizing you for the cost of your third party traffic analysis review. You indicated the cost would be $1,500 to $2,500 but may be more depending on the comments and number of reviews. These fees would be paid by PHMI.
   Do you need anything else from us to start that review?
   How quickly can they get this review done?

2. Encouraging cross access with project/commercial center to the south.
   Answer - We looked into this previously with PHMI prior to submitting our site plan for approval and based on the existing utilities and infrastructure on the adjacent property we will not be able to provide cross access to the south. I wanted to make sure you were aware we had looked at this, prior to submitting for site plan approval.



3. Encouraging tree preservation, particularly to the north property line. To avoid incompatibility or conflict of use (SF to the north), considering a minimum 30ft. Landscape buffer on this property line, with preservation or supplemental planting of low to mid level ground cover to support minimization of noise and light conflicts from a 24 hour business abutting a low density residential use. Strategic integration of a wall may be a complimentary option.
   Answer - We consider the wet detention basin an amenity/feature that provides a buffer to the house and property to the north. We were thinking it would be best to add a continuous 3' high row of shrubs along the edge of the parking lot to block head lights from going towards the residential. The parking lot lighting already has house side shields to prevent light from spilling. We are proposing additional landscaping screening versus incorporating a fence/wall. Let us know if you have concerns with this approach and where we are proposing to add shrubs.
4. Consider distance separation from the proposed dumpster location and the SF residence, potentially relocating further south.
   Answer - We looked at moving the dumpster south but there are existing residential properties to the East that would be effected so moving the dumpster south along the east property line would not help the situation. We looked at moving the dumpster in the southwest corner of the parking lot but PMHI is concerned the move would have too great an impact on the hotel operations being so far from the building and requiring the garbage to be moved in the main parking lot in front of the building. The Dumpster enclosure and screening provide a good buffer for the residential and hotel customers. We will confirm with the landscape architect that the proposed shrubs will be the full height of the enclosure at full maturity. Let us know if you have concerns with this approach and where we are proposing to add shrubs.

Let us know if our explanation above addresses your comments/concerns. We want to make sure we have your support as we move this project forward.

Thanks

Greg Monnig, PE, PMP
Project Manager
Senior Associate

Woolpert
4454 Idea Center Boulevard | Dayton, OH 45430
O 937.531.1481 | O 937.461.5660 | Cell 937.602.5332
Greg.Monnig@woolpert.com | www.woolpert.com

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Thursday, June 27, 2024 6:31 PM
To: Monnig, Greg <Greg.Monnig@Woolpert.com>; Alicia Rosenthal <arosenthal@cityoffortpierce.com>; Pitzen, Nick <Nick.Pitzen@Woolpert.com>; Larry Beilksi <larry@phmigroup.com>; Dwayne Rash <drash@encore.bz>; McDonald, Scott <Scott.McDonald@Woolpert.com>
Subject: RE: Woodspring Suites Hotel - Fort Pierce TRC Comments

CAUTION: This email originated from outside of Woolpert. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi All,

What was attached is Engineering's approval with conditions. There are still outstanding comments with Planning and the traffic report/analysis must be approved by St. Lucie County prior to Planning Board. We are expecting a resubmittal addressing those comments and the Traffic review run concurrently. Have you contacted SLC as requested in their comments?

Best Regards,

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey



From: Monnig, Greg <Greg.Monnig@Woolpert.com>
Sent: Wednesday, June 26, 2024 10:54 AM
To: Vennis Gilmore <vgilmore@cityoffortpierce.com>; Alicia Rosenthal <arosenthal@cityoffortpierce.com>; Pitzen, Nick <Nick.Pitzen@Woolpert.com>; Larry Beilksi <larry@phmigroup.com>; Dwayne Rash <drash@encore.bz>; McDonald, Scott <Scott.McDonald@Woolpert.com>
Subject: RE: Woodspring Suites Hotel - Fort Pierce TRC Comments

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Vennis

I tried calling to discuss. Thanks for getting all the Woodspring suites hotel comments over to us. We are in the process of addressing the comments but want to clarify which need to be addressed prior to the Planning Board and City Commission meetings.

Can you give me a call to discuss?
Thanks

Greg Monnig, PE, PMP
Project Manager
Senior Associate

Woolpert
4454 Idea Center Boulevard | Dayton, OH 45430
O 937.531.1481 | O 937.461.5660 | Cell 937.402.5332
Greg.Monnig@woolpert.com | www.woolpert.com

From: Dwayne Rash <drash@encore.bz>
Sent: Thursday, June 20, 2024 10:14 AM
To: Monnig, Greg <Greg.Monnig@Woolpert.com>
Subject: FW: Woodspring Suites Hotel - Fort Pierce TRC Comments

CAUTION: This email originated from outside of Woolpert. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Dwayne Rash | President
Encore Construction
151 Porter Ave Biloxi MS 39530
O: + 1 228 205 4662 | C: + 1 228 547 0288
www.encore.bz

From: Mehul Patel <mehul@phmigroup.com>
Sent: Tuesday, June 18, 2024 7:48 PM
To: Larry Beilksi <larry@phmigroup.com>; McDonald, Scott <Scott.McDonald@Woolpert.com>; Dwayne Rash <drash@encore.bz>; Vishal Ved <vved@encore.bz>
Subject: Fwd: Woodspring Suites Hotel - Fort Pierce TRC Comments

[EXTERNAL EMAIL]

Get Outlook for iOS

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Tuesday, June 18, 2024 6:49 PM
To: Mehul Patel <mehul@phmigroup.com>
Subject: Woodspring Suites Hotel - Fort Pierce TRC Comments

Hello,

Please see the attached Technical Review Committee Comments that I have received so far. There may be more comments the day of the meeting to discuss. I have not received City of Fort Pierce Engineering comments. See you this Thursday at 10am in-person or by Teams (virtually).

Best Regards,

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey



Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

From:	Kori Benton
To:	Planning Department; Vennis Gilmore
Subject:	Site Plan (Development Review and Design Review) - Woodsprings Suites Hotel - 2480 S. Jenkins Road - Project #: 24-07000006
Date:	Thursday, June 20, 2024 9:54:48 AM

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good morning Vennis,

Our advisory comments for this project are as follows:
1)Requesting Third-Party Traffic Analysis review of the project,
2)Encouraging cross access with project / commercial center to the south.
3)Encouraging tree preservation, particularly on the north property line. To avoid incompatibility or conflict of use (SF to the north), considering a minimum 30ft. Landscape buffer on this property line, with preservation or supplemental planting of low to mid level ground cover to support minimization of noise and light conflicts from a 24 hour business abutting a low density residential use. Strategic integration of a wall may be a complimentary option.
4)Consider distance separation from the proposed dumpster location and the SF residence, potentially relocating further south.

Thank you for your time and consideration.
Kindest regards,
Kori

Get Outlook for iOS

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

June 18, 2024

PROJECT: **Woodsprings Suites Hotel - 2480 S. Jenkins Road**

REF: Project #: 24-07000006

TO: Vennis Gilmore

FROM: Grant Chambers

Corrections:

1. Jenkins Road is identified on the County's Right-of-Way protection plan. A Right-of-Way dedication of 30 FT will be required.
2. The traffic report is required to be reviewed by the County's third-party reviewer at the cost of the applicant. Please provide written authorization to Kori Benton in the County's Planning and Development services department to proceed with the review and acknowledgement of the cost.
3. Advisory: Jenkins Road may be widened in the future and include modifications that may impact access to the site.

Conditions:

4. A Site Development Permit is required prior to performing site improvement activities.
5. A Road Improvement Agreement and appropriate bond will be required for all permanent improvements within the Right-of-Way.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 6/20/24
Property Address: Site Plan (Development Review and Design Review) - Woodsprings Suites Hotel - 2480 S. Jenkins Road

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.

☑ 4. Building Permit required.

☑ 5. Signed and sealed construction drawings required.

☑ 6. Must meet the following Accessibility requirements:

- ☑ Accessible route
- ☑ Handicapped parking spaces
- ☑ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and 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: 6/18/24

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: # 24-07000006

Site Plan - Woodsprings Suites Hotel - 2480 S. Jenkins Road

Comments

W/WW Engineering: Approved as noted,

Water and sewer services from FPUA are accessible for this site. Kindly submit three comprehensive sets of utility construction plans, accompanied by a completed plan review application and a commercial service application, to the Water and Wastewater Engineering Department for assessment. Submissions should be directed to 1701 S 37th Street, Fort Pierce, Florida.
For additional details or assistance, please contact John Biggs at 772-466-1600 ext. 3474.

Electric Engineering: FPUA Electric & Gas Engineering has reviewed site location and 3 phase electric is available on Jenkins rd.

Please note: FPUA will require an easement for all primary infrastructure and equipment within private property. Current lead times for transformers is approximately **52 weeks.**

Please contact Sal Scimeca for electric customer requirements and project coordination before work begins.

Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

(Con't pg 2)

Gas: Approved. Natural gas is available for water heating, cooking, RTUs, backup power generation etc.

FPUAnet Fiber: FPUAnet **Approves;** Fiber Internet Service **– Is Available.**
If client would like **Fiber Internet Service** from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements if service is desired.

Developer Letter.pdf

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property Information

Property address or Location: 2480 South Jenkins Road, Fort Pierce, FL 34947

Parcel ID #(s): 2419-232-0003-000-6

Project description: New Development- Hotel

Application Type

☒ Site Plan ☐ Conditional Use w/New Construction ☐ Conceptual Development Plan

☐ Minor Amendment ☐ Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.: 48,100 Site Acreage: 4.735

Residential: Proposed Units: _____ Proposed Sq. Ft.: _____ Site Acreage: _____

Mehul Patel	PHMI WS FORT PIERCE LLC
Property Owner(s)	**Applicant/Representative, Title, Company**
60 Service Lane	60 Service Lane
Street Address	Street Address
Ringgold GA 30736	Ringgold GA 30736
City State Zip	City State Zip
423.313.1477	423.313.1477
Phone Number	Phone Number
mehul@phmigroup.com	mehul@phmigroup.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

_____

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS

CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM

For more information, please refer to the website:

https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

General Information

- **Incomplete application packets will not be accepted.**
- Appointments are required for application hard copy submittals.
- Site plan approval is valid for one (1) year following City Commission approval. To maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date.
- Fee Schedule - https://www.cityoffortpierce.com/DocumentCenter/View/2620/Fee-Schedule-
- Public Notice Fees - https://www.cityoffortpierce.com/DocumentCenter/View/8818/Public-Notice-Fees-



Site Plan submittal requirements:

Submit one (1) original, one (1) hard copy and one (1) Flash Drive of the following. Additional copies will be required of subsequent submittals.

- ■ Complete application
- ■ Warranty Deed
- ■ SLC Property Record Card
- ■ Detailed project description
- ■ General location map (see Section 125-313)
- ■ Survey (see Section 125-313)
- ■ Site Plan (see Section 125-313)
- ■ Landscaping Plan (see Section 123-37)
- ■ Conceptual Drainage Plan (see Section 125-313)
- ■ Environmental Impact Report
- ❑ ~~Beach/Dune System protection plan, if applicable (see Section 125-313)~~
- ■ Lighting Plan (see Section 125-313)
- ■ Design Review submittals (see Design Review application)
- ■ Traffic Impact Report
- ❑ ~~Concurrency Review submittals (see Concurrency Review application)~~

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DESIGN REVIEW

Property Information

Property address or Location 2480 South Jenkins Rd, Fort p;ierce, FL 34947

Parcel ID #(s) 2419-232-0003-000-6

Project description New Development Hotel

PHMI WS FORT PIERCE LLC	Mehul Patel, Managing Partner, PHMI WS Fort Pierce LLC
Property Owner(s)	**Applicant/Representative, Title, Company**
60 Service Lane	60 Service Lane
Street Address	Street Address
Ringgold GA 30736	Ringgold GA 30736
City State Zip	City State Zip
423.313.1477	423.313.1477
Phone Number	Phone Number
mehul@phmigroup.com	mehul@phmigroup.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS
CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM
For more information, please refer to the website:
https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

Design Review Application Checklist
(City Code of Ordinances 125-314)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 123-66, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment, and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals, and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. ~~Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.~~
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features, and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 125-313 is also available.

Submittal for Board Approval

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 125-313.
c. A final site lighting plan that meets the requirements of subsection 125-313(d)(8).
d. A final landscape plan that meets the requirements of articles II and III of chapter 123.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Single Family Home	Offices-Profesional and Business Services (OP)	Office Commercial (C-3)
South	Self-Storage Facility	General Commercial (GC)	General Commercial (C-3)
East	Single Family Homes (St. Lucie County Jurisdiction)	Commercial (COM)	Commercial, Office (CO)
West	S. Jenkins Rd. ROW then, Single Family Homes (St. Lucie County Jurisdiction)	Mixed Use (MXD)	Residential, Single-Family - 2

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	General Commercial (GC)	General Commercial (C-3)	Vacant Lot	4.735	Zone X
****Proposed**	General Commercial (GC)	General Commercial (C-3)	12,025 SF Hotel	4.735	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot 74 x 100 = 7,400
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot 74 x 100 = 7,400
Demand Analysis	Maximum 7,400
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only): NA
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): NA
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)

Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	Stormwater maintenance has been designed per the City of Fort Pierce Stormwater Ordinances and the North St. Lucie River Water Control District requirements. Refer to attached Stormwater Report included in submittal folder.

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	Vacant - 0	Vacant - 0
****Proposed Zoning/FLU**	Hotel LUC 310 - 899 Trips	Hotel LUC 310 - 54/62 Trips
***Change in Demand**	Trips 899	Trips 54/62
Impact to Capacity	Level of Service is maintained on the surrounding roadway network. See Traffic Study dated 8/18/2023.	

IV. Project Description

PHASING
Is this project (phase) part of a larger project? ☐ Yes ☑ No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA NOT APPLICABLE

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
Woodspring Suites Hotel	1	12,025	4.735	November 30th 2024	July 31st 2025
				(as soon as able)	(as soon as able)

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐ Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐ Yes ☑ No
If yes, what is the size of the structure(s) to be demolished or re-used? N/A
2. What is the current use of the structure to be demolished or re-used? N/A
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☑ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

WOOLPERT

WOODSPRING SUITES℠

AN EXTENDED STAY HOTEL

WoodSpring Suites

Fort Pierce, FL

Narrative / Site Analysis

`May 2024

Existing Conditions

The development is located at 2480 South Jenkins Road. The site currently consists of undeveloped wooded land. The site is bordered to the North and East by residential properties. The site is bordered to the South by Extra Space Storage (commercial) and to the West by South Jenkins Road.

The existing undeveloped site is very flat and generally drains from North to South to an existing wetland located on the Southeast corner of the site. Immediately South of the existing wetland is an existing dry detention basin serving the properties South of the proposed development. A small portion of the site drains to an existing ditch located adjacent to South Jenkins Road. The watershed for this development is tributary to Canal 38 which is South of the proposed development located South of Okeechobee Road.

There is a total of seventy-four native trees on the property most of which are planned to be removed and mitigated. The existing trees that were identified on the property consist of Cabbage Palms, Laurel Oaks, and Slash Pines. Understory vegetation is to be cleared to develop the property.

Per FEMA map number 12111C0167J the site is in two separate flood classification areas. The first and majority of the site (approximately 60%) is located in the “Other Flood Areas” region, Zone X, which are areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depth of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. The remainder of the site (approximately 40%) is located in the “Other Areas” region, Zone X, which are areas determined to be outside of the 0.2% annual chance floodplain.

The National Wetland Inventory (NWI) shows the site does not have a wetland on site. However, a Formal Wetland Determination was completed on May 12, 2023 which determined that one wetland was present in the Southeast corner of the property. The existing Wetland will be mitigated as part of this development.

Proposed Conditions

The WoodSpring Suites development consists of one four-story 12,025 SF hotel building with associated parking and other infrastructure improvements. The total site area is 4.735 acres of which 1.34 acres located in the southwest corner will be lot split for a future use.

The property is zoned C-3 which has a hotel as an allowed use.

Access to the site will be facilitated off South Jenkins Road. Pavement marking improvements will be required to provide a left turn lane into the property for the southbound traffic.

Buffers and setbacks are to comply with the City of Fort Pierce requirements.

Stormwater Detention is being provided in a wet detention pond located at the north side of the property. An outlet control structure will attenuate the stormwater per the City of Fort Pierce stormwater ordinance.

The proposed building runs east and west with the front of the building facing south.

Landscaping and lighting will be provided to comply with the City of Fort Pierce requirements.

WOOLPERT

September 6, 2024

Prime Hospitality Management & Investment Group
60 Service Lane
Ringgold, GA 30736

RE: Woodspring Suites
Fort Pierce, Florida
A/E # 083158

For the above-reference project, we received 1st round plan review comments dated June 19, 2024, and have worked to address the concerns. We offer the following ***Response*** to comments in the order received:

GENERAL

Electronic plans must be submitted back to the jurisdiction's building department and will then be routed to Prime Hospitality. ONLY submit FULL complete and combined sets of plans, uploading multiple single sheets will not be allowed. Make sure all plans and calc packages, spec. reports, etc. are labeled clearly and can be read what they are and WHAT SUBMITTAL they go with. DO NOT SEND documents directly to Prime Hospitality as they will not be accepted.

CITY OF FORT PIERCE ENGINEERING DEPARTMENT COMMENTS

This is to advise you that we have completed the review of the following documents as received by this office on June 6, 2024:

- [x] Site Plan (Development & Design Review)
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Site Plan
- [ ] Site Plan
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

1. Jenkins Road is owned and maintained by Saint Lucie County (SLC). All off-site roadway improvements shall be reviewed and approved by SLC. Note that this may impact, the proposed left-out exit.

   Response: Noted. Plans will be sent to SLC for review and approval.

2. A driveway, construction access, and drainage permit shall be approved by SLC at the time of DPCR.

   Response: Noted.

3. The stormwater drainage plan was reviewed conceptually. An in-depth review will be conducted at the time of DPCR.

   Response: Noted.

4. The Environmental Assessment denotes the presence of a wetland on site. All Federal, State and Local permits shall be required prior to any land clearing activities.

   Response: Noted. Civil Plans updated to show existing Wetland on site.

5. A tree survey, mitigation plan and costs shall be required at the time of DPCR.

   Response: Tree survey, mitigation plan and costs will be provided at time of DPCR.

FORT PIERCE UTILITIES AUTHORITY COMMENTS

Water/Wastewater Engineering

1. Approved as noted.
   Water and sewer services from FPUA are accessible for this site. Kindly submit three comprehensive sets of utility construction plans, accompanied by a completed plan review application and a commercial service application, to the Water and Wastewater Engineering Department for assessment. Submissions should be directed to 1701 S 37th Street, Fort Pierce, Florida.
   For additional details or assistance, please contact John Biggs at 772-466-1600 ext. 3474.

   Response: Utility plans and applications will be submitted at the time of DPCR.

Electric Engineering

2. FPUA Electric & Gas Engineering has reviewed site location, and 3 phase electric is available on Jenkins Rd.

   Please note: FPUA will require an easement for all primary infrastructure and equipment within private property. Current lead times for transformers is approximately 52 weeks.

   Please contact Sal Scimeca for electric customer requirements and project coordination before work begins.

   Sal Scimeca

   Engineering Technician III

   Electric & Gas Engineering

   Fort Pierce Utilities Authority

   sscimeca@fpua.com

   772.466.1600 . 6957

   Response: Easement to be coordinated with FPUA at the time of DPCR.

Gas

3. Approved. Natural gas is available for water heating, cooking, RTUs, backup power generation etc.

   Response: Noted.

FPUAnet Fiber

4. FPUAnet Approves; Fiber Internet Service Is Available. If client would like Fiber Internet Service from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for Fiber Internet requirements if service is desired.

   Response: Noted.

ST. LUCIE COUNTY FLORIDA PUBLIC WORKS DEPARTMENT COMMENTS

Corrections

1. Jenkins Road is identified on the County's Right-of-Way protection plan. A Right-of-Way dedication of 30 FT will be required.

   Response: Site plan updated to show 30ft right of way dedication.

2. The traffic report is required to be reviewed by the County's third-party reviewer at the cost of the applicant. Please provide written authorization to Kori Benton in the County's Planning and Development services department to proceed with the review and acknowledgement of the cost.

   Response: Noted. Third party review has been conducted and is pending comments.

3. Advisory: Jenkins Road may be widened in the future and include modifications that may impact access to the site.

   Response: Noted.

Conditions

1. A Site Development Permit is required prior to performing site improvement activities.

   Response: Noted. Permit will be provided at the time of DPCR.

2. A Road Improvement Agreement and appropriate bond will be required for all permanent improvements within the Right-of-Way.

   Response: Noted. Permit will be provided at the time of DPCR.

ST. LUCIE COUNTY FLORIDA PLANNING DEPARTMENT COMMENTS

From Kori Benton

1. Requesting Third Party Traffic Analysis review of the project.

   Response: Noted. Third party review has been conducted and is attached.

2. Encouraging cross access with project/commercial center to the south.

   Response: Cross access easement has been applied for. The documents have been included for reference. See new limits on C-200 (Site Plan).

3. Encouraging tree preservation, particularly to the north property line. To avoid incompatibility or conflict of use (SF to the north), considering a minimum 30ft. Landscape buffer on this property line, with preservation or supplemental planting of low to mid level ground cover to support minimization of noise and light conflicts from a 24 hour business abutting a low density residential use. Strategic integration of a wall may be a complimentary option.

   Response: Supplemental planting has been added to the provide the required 30' landscape buffer while still adhering to local stormwater regulations.

4. Consider distance separation from the proposed dumpster location and the SF residence, potentially relocating further south.

   Response: The northern boundary is screened with landscaping to provide the necessary buffer.

FORT PIERCE FLORIDA PLANNING DEPARTMENT

1. A landscape maintenance agreement must be submitted prior to Certificate of Occupancy, acknowledging the following:

   The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

   a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

   b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

   In case of violation:

   Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the special magistrate for appropriate action.

   Response: Note has been added to the plans.

2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

   Response: Noted. Tree mitigation survey to be provided at time of DPCR.

3. Please submit a General Address Request Form.

   Response: A general address request form and fee was submitted and paid for the Woodspring Suites parcel. A separate request and fee will be submitted and paid for the outlot. Please see the attached address request.

4. Please consider installing a landscaped area around the proposed monument sign base which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges, or similar vegetative materials.

   Response: Landscape added around the proposed monument sign

5. Please ensure that lighting doesn't bleed onto the adjacent residential properties.

   Response: Noted.

FORT PIERCE FLORIDA POLICE DEPARTMENT COMMENTS

1. No comments at this time regarding the project itself. Regarding the nature of this planned project, research into calls for service at a nearby hotel with similar specifications (Fairfield Suites, 6502 Metal Drive, Ft. Pierce) returned a total of 59 entries. Of the entries, 22 were generated by citizens calling 911 for different reasons. 37 were initiated by patrolling officers with the majority being "close patrols", which is when an officer patrols the property and logs it with 911 dispatch.

   Response: Noted.

2. Please be informed that a project of this type can and may increase the need for police response. While the nature and frequency of calls cannot be predicted at this time, it should be presumed police services may be needed once the project comes to fruition.

   Response: Noted.

FORT PIERCE FLORIDA BUILDING DEPARTMENT COMMENTS

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 6/20/24
Property Address: Site Plan (Development Review and Design Review) - Woodsprings Suites Hotel - 2480 S. Jenkins Road

Please be advised that the project may trigger the requirements indicated below:

- ☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.
- ☐ 2. Pre-construction meeting with the City's Building Department is requested.
- ☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.
- ☑ 4. Building Permit required.
- ☑ 5. Signed and sealed construction drawings required.
- ☑ 6. Must meet the following Accessibility requirements:
  - ☑ Accessible route
  - ☑ Handicapped parking spaces
  - ☑ Means of egress
- ☐ 7. Change of Use required
  - ☐ Shall include a signed and sealed Life Safety Plan
  - ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and 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: 6/18/24

Response: Noted.

ST. LUCIE COUNTY FIRE DISTRICT COMMENTS

REVIEWED BY: Captain Andres Elizondo

Site Plan Approved with conditions: _____

Site Plan Requires Re-submittal: ___X___

Site Plan Rejected: _____

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available online at https://www.slcfd.com.

   Response: Noted. See the attached application.

2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.

   Response: Noted

3. Please provide an electronic revised copy of the site plan (pdf format).

   Response: electronic revised copy of the site plan will be included with the resubmittal.

4. Please provide written acknowledgment of the conditions/revisions provided.

   Response: Refer to responses on this document.

5. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.

   Response: Noted.

6. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2)

   Response: Fire department access road has been added to the plans and noted.

7. Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23, at least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access (including, but not limited to trees, canopies, etc.)

   Response: Comment noted and added to plans.

8. The Fire District reserves the right for future comments at the site plan & building construction phase.

   Response: Noted.

9. Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs., 47.5 ft. total length, 21.5 ft. wheelbase, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)

Response: Truck turn exhibit has been added to the plans and is included with this resubmittal. See sheet C-403.

10. Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)

    Response: All proposed drives meet this requirement.

11. Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft. (SLCFD Resolution 740-23)

    Response: There are no one way traffic routes for the proposed development.

12. A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. (NFPA 1.18.2.3.2.1)

    Response: All door entrances are within 50' of the drive aisles surrounding the building.

13. Multiple Access Roads. More than one fire apparatus access road shall be provided when it is determined by the AHJ that access by a single road could be impaired by vehicle congestion, condition of terrain, climate conditions, or other factors that could limit access. (NFPA 1 18.2.3.3)

Response: An additional access point to the ROW is unlikely be to be granted by Saint Lucie County due to driveway spacing requirements.

14. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.

    Response: Fire hydrant spacing, and placements have been revised per the comment.

15. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".

    Response: NFPA Fire Flow Calculator Spreadsheet will be included with final DPCR.

16. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD). NFPA 1141 Chapter 10.1.3.

    Response: Noted.

17. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.

    Response: Noted.

18. The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.

Response: Fire hydrant has been placed to meet this requirement.

19. Minimum Size of Water Mains

    The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.

    Response: Water lines have been revised to meet these requirements.

20. Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the Florida Fire Prevention Code and its incorporated standards and codes. Pre-surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping, or a certification document of radio signal strength provided by a licensed engineer.

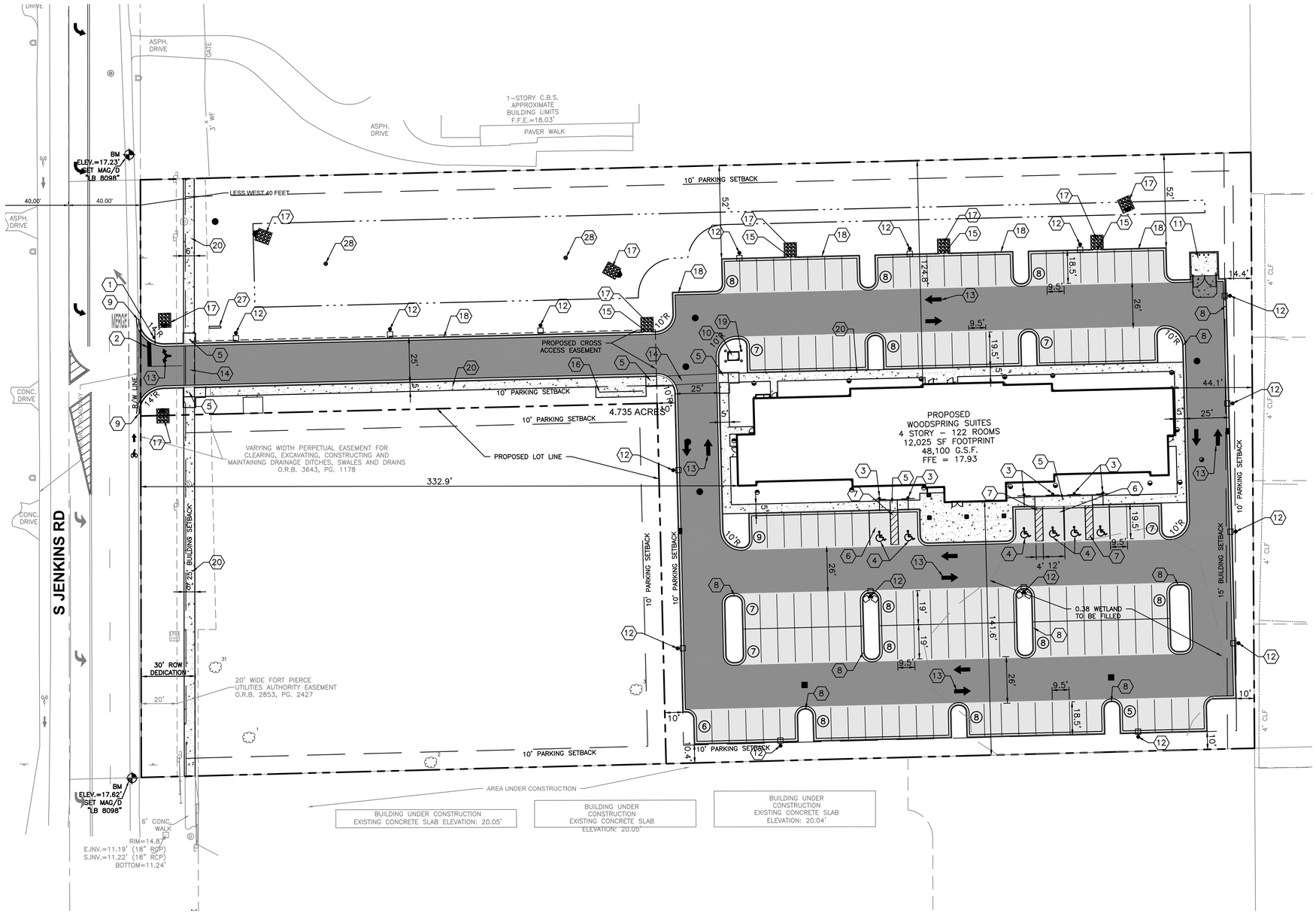
    Response: Noted. Covered by note on Building Code sheet within the architectural drawings.

21. Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).

    Response: Note added to the plans.

22. Site Plans submitted in accordance with this Fire Prevention Code shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.

    Response: Exhibit has been added to the plans and is included with this resubmittal



LEGEND

- SIGN
- PARKING SPACE COUNT
- CONCRETE SIDEWALK
- HEAVY DUTY CONCRETE
- STANDARD DUTY ASPHALT
- HEAVY DUTY ASPHALT
- LIGHTPOLES
- PROPERTY BOUNDARY

SITE DATA

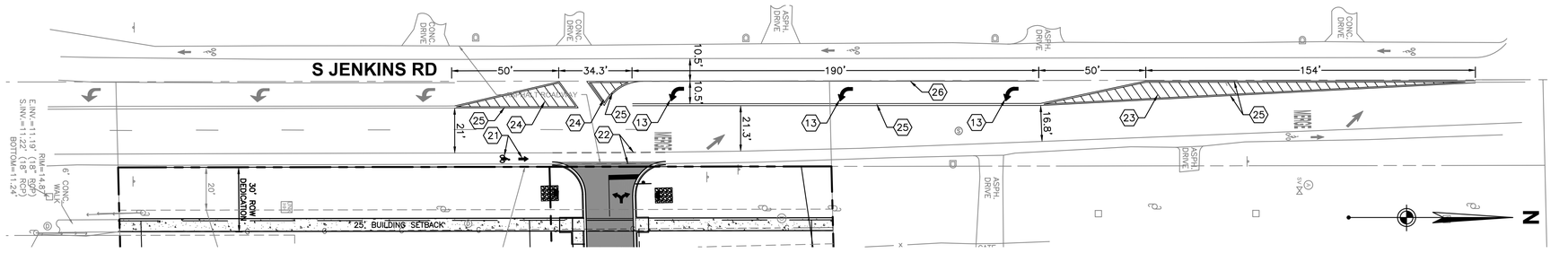
ZONE	C-3
TOTAL SITE AREA	4.735 ACRES
PROPOSED USE	HOTEL
PARKING SPACE SIZE REQUIRED	9.5' X 19'
1' OVERHANG ALLOWED	9.5' X 18'
PARKING SPACE SIZE PROVIDED	9.5' X 19'
WITH OVERHANG	9.5' X 18'
TYPICAL PARKING AISLE (TWO WAY)	26' WIDE (F/F)
TYPICAL ACCESS AISLE (TWO WAY)	24' WIDE (F/F)
PARKING SPACES REQUIRED	
1.1 SPACES PER UNIT <500 S.F.	
1.6 SPACES PER UNIT >500 S.F.	
122 ROOMS X 1.1 = 134.2 SPACES	
TOTAL SPACES REQUIRED =	135 SPACES
PARKING SPACES PROVIDED	135 SPACES
ADA SPACES PROVIDED	
STANDARD ADA SPACES	6 SPACES
VAN ADA SPACES	6 SPACES

NOTES

1. SEE SHEET C-002 FOR GENERAL NOTES.
2. EXISTING SITE INFORMATION/TOPOGRAPHIC SURVEY WAS PREPARED BY ENGINEERING DESIGN & CONSTRUCTION, NC., DATED OCTOBER 19, 2023.
3. CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS CONSTRUCTION SET FOR OTHER PERTINENT INFORMATION. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET WITHIN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THE PROJECT.
4. TRANSITION PROPOSED BARRIER CURB OR CONCRETE CURB AND GUTTER TO EXISTING CURB AND GUTTER IN 2'.
5. ALL CURB RADII SHALL BE 4' UNLESS NOTED OTHERWISE.
6. ALL PAVEMENT MARKING SHALL BE YELLOW IN COLOR UNLESS INDICATED OTHERWISE.
7. ADA DETECTABLE WARNINGS/TRUNCATED DOMES TO BE PROVIDED AT SIDEWALKS ON EITHER SIDE OF EACH DRIVEWAY CROSSING.
8. SEE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS.
9. REMOVE ALL EXISTING ROADWAY MARKINGS WITHIN LIMITS OF ROADWAY MARKING IMPROVEMENTS.

KEYNOTES (X)

1. "STOP" SIGN, R1-1
2. 24" WIDE STOP BAR, TRAFFIC WHITE PAINT
3. ACCESSIBLE SIGNAGE, SEE DETAIL SHEETS.
4. ACCESSIBLE PARKING SYMBOL
5. ACCESSIBLE RAMP WITH DETECTABLE WARNING
6. ACCESSIBLE PARKING SPACES & THEIR ACCESS AISLES SHALL BE 2% MAX. SLOPE IN ALL DIRECTIONS
7. PAINT 4" WIDE STRIPES @ 2'-0" O.C. @ 45° ANGLE, TRAFFIC YELLOW PAINT
8. CURB AND GUTTER
9. BEGIN/END PROPOSED CURB AND GUTTER. SAWCUT EXISTING CURB TO PROVIDE CLEAN CONSTRUCTION JOINT.
10. CONCRETE TRANSFORMER PAD
11. DUMPSTER ENCLOSURE (SEE ARCHITECTURAL PLANS)
12. LIGHT POLE LOCATION
13. DIRECTIONAL ARROW, TRAFFIC WHITE PAINT
14. CROSSWALK, PAINT 4" WIDE STRIPES EITHER SIDE OF CROSSING, 5' O.C. ALONG CROSSING.
15. CURB CUT
16. BIKE RACK
17. RIP RAP
18. 6" CURB AND GUTTER WITH 6" OF CURB REVEALED AT BACK OF CURB. SEE GRADING PLAN.
19. CONCRETE BOLLARDS
20. CONCRETE WALK
21. BIKE LANE SYMBOL, TRAFFIC YELLOW PAINT
22. SKIP-DASH 2' LINE WITH 6' SPACE, TRAFFIC WHITE PAINT
23. PAINT 11" WIDE STRIPES @ 30" O.C. @ 45° ANGLE, TRAFFIC YELLOW PAINT
24. PAINT 11" WIDE STRIPES @ 6' O.C. @ 45° ANGLE, TRAFFIC YELLOW PAINT
25. 2X 4" WIDE CENTERLINE @ 11" O.C., TRAFFIC YELLOW PAINT
26. 4" WIDE STRIPE, TRAFFIC WHITE PAINT
27. MONUMENT SIGN
28. 8' HT GEYSER JET FOUNTAIN



ROADWAY STRIPING IMPROVEMENTS

0 30 60 90
GRAPHIC SCALE IN FEET

Sunshine 811

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DESCRIPTION	DATE

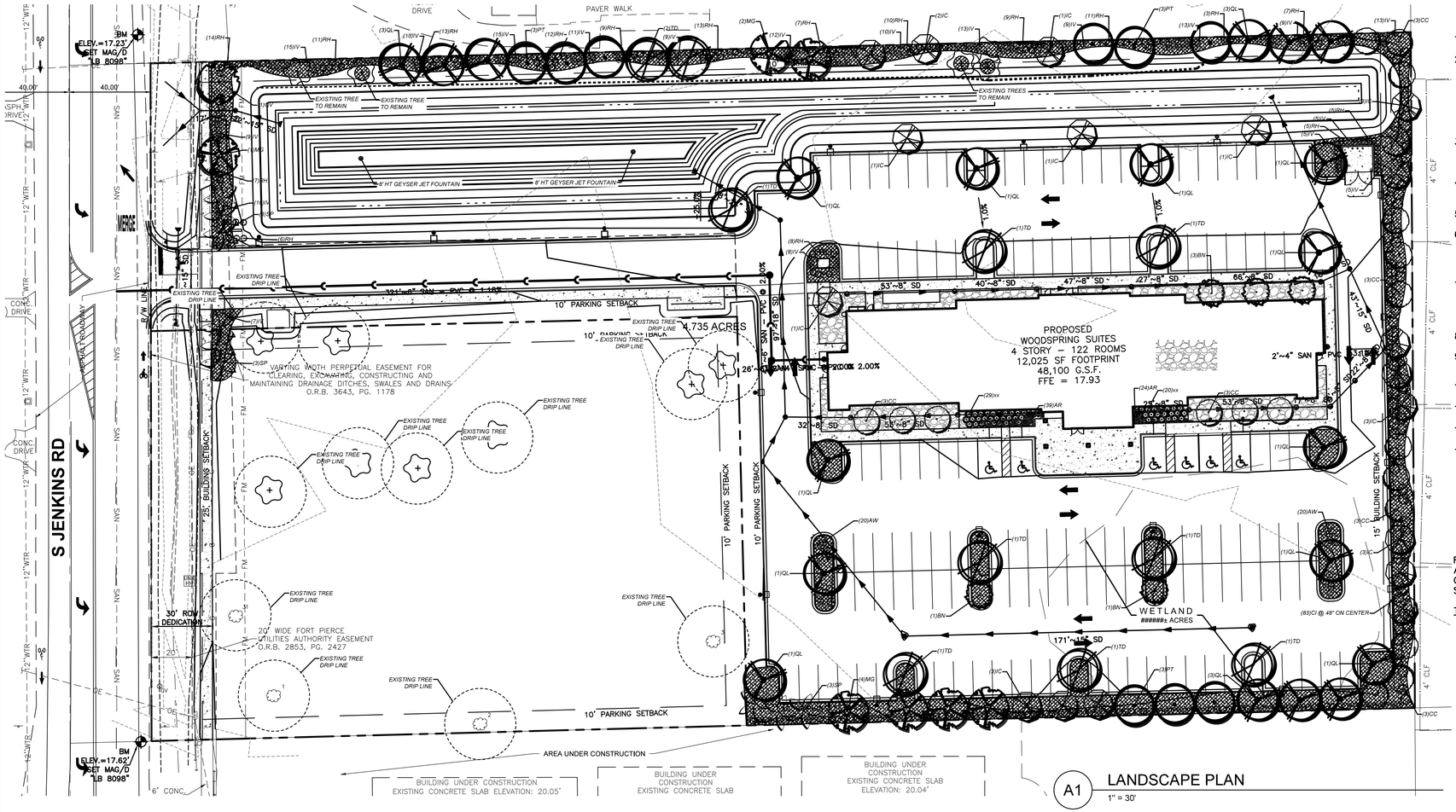
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
SITE PLAN

SHEET NO:
C-201

Layout Tab Name: Layout1
Last Saved By: Nik, 9/5/2024 11:08:34 AM
W:\Srvin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cad\10016919-C201-SIT.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:19:01 AM

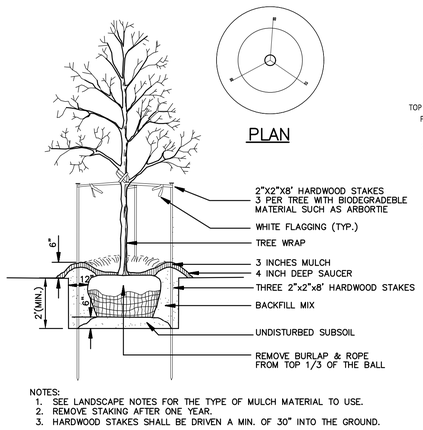


A1 LANDSCAPE PLAN
1" = 30'

TAG	QTY	SCIENTIFIC NAME	COMMON NAME	COND.	SIZE	REMARKS
SHADE TREES						
MG	8	Magnolia grandiflora 'Bracken Brown Beauty'	Southern Magnolia	B&B	2.5" DBH, 12'ht, 5'wd.	Full, well shaped
PT	10	Pinus taeda	Loblolly Pine	B&B	6-8' Ht.	Full, well shaped
QL	20	Quercus laurifolia	Laurel Oak	B&B	2.5" DBH, 12'ht, 5'wd.	Full, well shaped
QV	1	Quercus virginiana	Live Oak	B&B	2.5" DBH, 12'ht, 5'wd.	Full, well shaped
TD	10	Taxodium distichum	Bald Cypress	B&B	2.5" DBH, 12'ht, 5'wd.	Full, well shaped
ORNAMENTAL / PALM TREES						
CC	18	Cercis canadensis	Eastern Redbud	B&B	2" DBH, 8'ht, 4'wd.	Full, well shaped, single-stem
BN	5	Betula nigra	River Birch	B&B	2" DBH, 8'ht, 4'wd.	Full, well shaped, single-stem
IC	19	Ilex cassine	Dahoon Holly	#30 gal..	2" DBH, 8'ht, 4'wd.	Full, well shaped, single-stem
SP	9	Sabal Palmetto	Cabbage Palm	#30 gal..	10' clear trunk ht, 4'wd.	Full, well shaped, single-stem
SHRUBS						
CI	79	Chrysobalanus Icaco 'Red Tip'	Cocoplum	#15 gal..	3'ht, x 24"wd.	Full, vigorous, 6' ht, minimum at maturity to screen residential
AW	40	Acalypha wilkesiana	Copperleaf	#15 gal..	3-4'ht, x 36"wd.	Full, vigorous, 3-4' ht.
IV	260	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	#5 cont.	24"ht. x 24"wd.	Full, vigorous
RH	196	Rhaphiolepis indica	Indian Hawthorn	#5 cont.	24"ht. x 24"wd.	Full, vigorous
GROUNDCOVERS						
AR	63	Ajuga reptans	Carpet bugleweed	pints	6"ht. x 12"wd.	Plant spacings for full coverage within 3 months
MC	49	Muhlenbergia capillaris	Gulf Muhly	1 gal.	24"ht x 24"wd.	Plant spacings for full coverage within 3 months
SOD						
	37,000 SF	Zoysia	Zoysia			
EXISTING TREES TO REMAIN						
#	Cal. in inches					
1	23	Quercus laurifolia	Laurel Oak			
2	17	Quercus laurifolia	Laurel Oak			
31	20	Quercus laurifolia	Laurel Oak			
3	N/A	Palmetto	Palm			
77	17.6	Quercus laurifolia	Laurel Oak			
75	18.3	Pine (not specific as per arborist survey)				
42	21.5	Quercus laurifolia	Laurel Oak			

* QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. SYMBOLS ON PLANS ARE TO BE INDIVIDUALLY COUNTED.

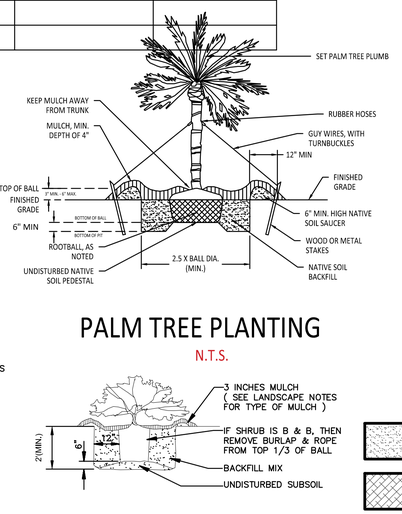
A2 PLANTING SCHEDULE
NTS



NOTES:
1. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.
2. REMOVE STAKING AFTER ONE YEAR.
3. HARDWOOD STAKES SHALL BE DRIVEN A MIN. OF 30" INTO THE GROUND.

TREE PLANTING
N.T.S.

A3 PLANTING DETAILS
NTS



PALM TREE PLANTING
N.T.S.

SHRUB PLANTING
N.T.S.

A4 LANDSCAPING LEGEND
NTS

SOD

SHREDDED HARDWOOD MULCH TO 3" DEPTH.

RIVER ROCK MULCH, MINIMUM SIZE 1" DIAMETER.

GENERAL LANDSCAPE NOTES

1. LOCATING AND PROTECTING ALL UNDERGROUND UTILITIES, PRIOR TO DIGGING, IS RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
2. PRIOR TO INSTALLATION, THE LANDSCAPE CONTRACTOR SHALL INSPECT THE SUB GRADE, GENERAL SITE CONDITIONS, VERIFY ELEVATIONS, UTILITY LOCATIONS, IRRIGATION, APPROVE TOPSOIL PROVIDED BY GENERAL CONTRACTOR AND OBSERVE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. NOTIFY GENERAL CONTRACTOR OF ANY UNSATISFACTORY CONDITIONS. WORK SHALL NOT PROCEED UNTIL SUCH CONDITIONS HAVE BEEN CORRECTED AND ARE ACCEPTABLE TO THE LANDSCAPE CONTRACTOR AND/OR CONSTRUCTION MANAGER.
3. GENERAL AND LANDSCAPE CONTRACTOR ARE RESPONSIBLE FOR PROTECTING EXISTING TREES FROM DAMAGE DURING CONSTRUCTION. GENERAL CONTRACTOR TO INSTALL TREE PROTECTION FENCING PRIOR TO ANY SITE WORK.
4. EXISTING GRASS IN PROPOSED PLANTING AREAS TO BE REMOVED AND AREA TO BE HAND RAKED TO REMOVE ALL ROCKS AND DEBRIS LARGER THAN 1 INCH IN DIAMETER PRIOR TO PLANTING SHRUBS.
5. ALL CHANGES TO DESIGN AND/OR PLANT SUBSTITUTIONS TO BE AUTHORIZED BY LANDSCAPE ARCHITECT.
6. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANTS INSTALLED FOR ONE FULL YEAR FROM DATE OF ACCEPTANCE BY THE OWNER. ALL PLANTS SHALL BE ALIVE AND AT A VIGOROUS RATE OF GROWTH AT THE END OF THE GUARANTEE PERIOD. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ACTS OF GOD OR VANDALISM.
7. ANY PLANT THAT IS DETERMINED DEAD, IN AN UNHEALTHY OR UNSIGHTLY CONDITION, LOST ITS SHAPE DUE TO DEAD BRANCHES OR OTHER SYMPTOMS OF POOR, NON-VIGOROUS GROWTH SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR WITH THE COST OF THE REPLACEMENT INCLUDED IN THE BID OR PROPOSAL PRICE.
8. WATER THOROUGHLY TWICE IN THE FIRST 24 HOURS AND APPLY MULCH IMMEDIATELY.
9. SITE TO BE 100% IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION DESIGN TO BE DESIGN-BUILD AND PROVIDED BY CONTRACTOR.
10. REFER TO SHEET C-602 FOR CITY LANDSCAPE NOTES AND TREE MITIGATION NOTES.
11. HEDGES TO HAVE MINIMUM 4' WIDE HARDWOOD MULCH STRIP ALONG CENTER OF HEDGEROW NO LESS THAN 3" THICK.
12. ALL DISTURBED AREAS NOT INDICATED TO BE MULCHED ARE TO BE SODDED PER CITY REQUIREMENTS.
13. 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.

LANDSCAPE CODE SUMMARY

FORT PIERCE, FLORIDA – CODE OF ORDINANCES
ARTICLE II – LANDSCAPING
CHAPTER 123 – VEGETATION
SECTION 123-37 – GENERAL LANDSCAPING REQUIREMENTS

TREES

FRONTAGE SHALL HAVE A 10' WIDE PLANTING STRIP CONTAINING ONE TREE PER 300 SQUARE FEET OF REQUIRED PLANTING AREA.

PLANTING STRIP AREA = 3,023 SF
REQUIRED TREES = 10 TREES
PROVIDED TREES – 10 TREES

PROPERTY LINES SHALL HAVE A 10' WIDE PLANTING STRIP CONTAINING ONE TREE PER 200 SQUARE FEET OF REQUIRED PLANTING AREA.

PLANTING STRIP AREA = 12,196 SF
REQUIRED TREES = 61 TREES
PROVIDED TREES = 61 TREES

1 SQUARE FOOT OF LANDSCAPE INTERIOR IS REQUIRED FOR EVERY 15 SQUARE FEET OF INTERIOR VEHICLE USAGE AREA.

INTERIOR VEHICLE USAGE AREA = 56,067 SF
REQUIRED INTERIOR LANDSCAPE AREA = 3,738 SF
PROVIDED INTERIOR LANDSCAPE AREA = 8,604 SF

ONE TREE IS REQUIRED FOR EACH 100 SQUARE FEET OF REQUIRED INTERIOR LANDSCAPE AREA.

REQUIRED INTERIOR TREES = 38 TREES
PROVIDED INTERIOR TREES = 38 TREES

TOTAL REQUIRED TREES = 109 TREES
TOTAL PROVIDED TREES = 117 TREES (INCLUDING PALMS)
(3X PALMS ARE EQUIVALENT TO 1 TREE PER CODE)
ADJUSTED TOTAL PROVIDED TREES = 109 TREES (ACCOUNTING FOR PALM GROUPINGS)

HEDGES

DUMPSTER ENCLOSURE IS TO BE SCREENED WITH SHRUBS PLACED AT 2' ON CENTER SURROUNDING THE PERIMETER OF THE ENCLOSURE.

DETENTION AND PARKING AREAS FRONTING THE RIGHT OF WAY ARE TO HAVE A SOLID CONTINUOUS HEDGE OF AT LEAST 36" IN HEIGHT.

RESIDENTIAL PROPERTIES ADJACENT TO THE C-3 ZONING ARE TO BE SCREENED WITH A SOLID CONTINUOUS HEDGEROW NO LESS THAN 3' IN HEIGHT AFTER ONE YEAR AND MAINTAINED AT 6' IN HEIGHT AT MATURITY.

THE EAST PROPERTY LINE PROVIDES THIS REQUIREMENT.

PROPERTIES ADJACENT TO PARKING OR DETENTION FACILITIES ARE TO BE SCREENED WITH A SOLID CONTINUOUS HEDGE OF AT LEAST 36" IN HEIGHT.

GRASS

ALL GRASSED AREAS ARE TO BE SODDED PER CODE INCLUDING THE DETENTION BASIN.

MULCH

ALL MULCH IS TO BE HARDWOOD NO LESS THAN 3" THICK.

Sunshine 811

0 30 60 90
GRAPHIC SCALE IN FEET

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP WOODSPRING SUITES - FT. PIERCE

2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	XXX
DRAWN BY:	XXX
CHECKED BY:	XXX

SHEET NAME:
LANDSCAPE PLAN

SHEET NO:
C-601

Layout Tab Name: C-601 LANDSCAPE PLAN
Last Saved By:Nix, 9/4/2024 3:25:07 PM
W:\Srvr\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C601-LANDCAD.dwg Plotted:September 5, 2024, 9:22:31 AM

CITY LANDSCAPE NOTES

ALL LANDSCAPE PLANS SHALL MEET OR EXCEED THE FOLLOWING GENERAL LANDSCAPING REQUIREMENTS WHICH SHALL BE CONSIDERED COMPLIMENTARY TO THE LANDSCAPING PROVISIONS OF ANY OTHER CITY ORDINANCE. A CERTIFICATE OF OCCUPANCY SHALL NOT BE ISSUED ON ANY PERMIT FOR THE USE, CONSTRUCTION, REPAIR OR RENOVATION OF ANY STRUCTURE WITHIN THE CITY, WHETHER RESIDENTIAL, COMMERCIAL, INDUSTRIAL OR ACCESSORY, UNLESS APPLICATION FOR ANY SUCH PERMIT IS IS NOT AUTHORIZED TO EXEMPT THE PERMIT APPLICATION FROM ANY REQUIREMENT EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS ACCOMPANIED BY A DETAILED LANDSCAPE PLAN MEETING ALL REQUIREMENTS OF THIS ARTICLE. THE DEPARTMENT ARTICLE.

(1) REQUIREMENTS FOR PLANT MATERIALS. PLANT MATERIALS USED FOR CONFORMANCE WITH THIS ARTICLE SHALL MEET OR EXCEED THE STANDARDS FOR FLORIDA NO. 1 AS SET OUT IN THE MOST CURRENT EDITION OF GRADES AND STANDARDS FOR NURSERY PLANTS PART 1 AND PART 2, STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE. THE CLERK'S OFFICE SHALL MAINTAIN A STOCK OF THESE MANUALS TO BE GIVEN TO PERMIT APPLICANTS, PARTICULARLY THOUGH NOT EXCLUSIVELY TO HOMEOWNERS, FOR THE APPLICANT'S USE IN SUBMITTING THE REQUIRED LANDSCAPE PLAN. ALL TREES REQUIRED BY THIS ARTICLE (EXCLUDING PALMS THAT ARE EXEMPT FROM THE GRADES AND STANDARDS) SHALL HAVE A FLORIDA NO. 1 OR BETTER GRADES AND STANDARDS CERTIFICATION TAG ATTACHED AT TIME OF DELIVERY THROUGH FINAL INSPECTION. GRASS SOD SHALL BE CLEAN AND FREE OF WEEDS, PESTS AND DISEASES.

a. TREES.

1. TREES USED TO MEET THE REQUIREMENTS OF THIS SECTION SHALL BE SPECIES WHICH WHEN PLANTED HAVE A HEIGHT OF AT LEAST 12 FEET AND HAVE TRUNKS WHICH CAN BE MAINTAINED IN A CLEAN CONDITION FOR OVER FIVE FEET OF CLEAR WOOD. AT PLANTING, THE TREES SHALL HAVE A DIAMETER OF AT LEAST 2½ INCHES AT A POINT 4½ FEET ABOVE GROUND LEVEL AND A SPREAD OF AT LEAST FIVE FEET (EXCEPT FOR PALMS WHICH SHALL HAVE A MINIMUM CLEAR TRUNK OF TEN FEET).
2. TREES USED TO MEET THE REQUIREMENTS OF THIS SECTION SHALL ALSO BE SPECIES WHICH IN THE COUNTY NORMALLY GROW IN A MANNER SUCH THAT AT MATURITY THEY WILL HAVE A MINIMUM CROWN SPREAD OF 15 FEET AND A MINIMUM HEIGHT OF 15 FEET. TREES WHICH CAN MEET THE HEIGHT REQUIREMENT AT MATURITY BUT NOT THE CROWN REQUIREMENTS MAY BE GROUPED TO FORM A WIDER CROWN, BUT WILL BE COUNTED AS ONE TREE. THREE PALMS MAY BE SUBSTITUTED FOR ONE TREE PROVIDED THAT 50 PERCENT OF REQUIREMENT SHALL BE TREES.
3. FIFTY PERCENT OF THE REQUIRED TREES SHALL BE SPECIES OTHER THAN PALM TREES (PALMACEAE FAMILY) EXCEPT WHEN PLANTED IN ACCORDANCE WITH AN APPROVED PLAN PREPARED BY A STATE–REGISTERED LANDSCAPE ARCHITECT.
4. TREES OF SPECIES WHOSE ROOTS ARE KNOWN TO CAUSE DAMAGE TO PUBLIC ROADWAYS OR OTHER PUBLIC WORKS SHALL NOT BE PLANTED CLOSER THAN 12 FEET TO SUCH PUBLIC WORKS, UNLESS THE TREE ROOT SYSTEM IS COMPLETELY CONTAINED WITHIN A BARRIER FOR WHICH THE MINIMUM INTERIOR CONTAINING DIMENSIONS SHALL BE THREE FEET TIMES FIVE FEET AND FIVE FEET DEEP, AND FOR WHICH THE CONSTRUCTION REQUIREMENTS SHALL BE SIX–INCH THICK CONCRETE WITH FIBER MESH AND NO WIRE MESH OR BY A ROOT BARRIER PRODUCT APPROVED BY THE CITY ENGINEER.
5. NONE OF THE FOLLOWING TREES SHALL BE PLANTED IN THE CITY AND WHERE THEY PRESENTLY EXIST WHEN PERMIT APPLICATION IS MADE, THEIR REMOVAL SHALL BE A CONDITION OF ANY FINAL DEVELOPMENT ORDER: MELALEUCA, LEUCADENDRON (PUNK TREE), SCHINUS TEREBINTHIFOLIUS (BRAZILIAN PEPPER) AND CASUARINA SBP. (AUSTRALIAN PINE). NOR MAY ANY OF THE FOLLOWING TREES BE PLANTED FOR PURPOSES OF COMPLYING WITH REQUIREMENTS OF THIS ARTICLE: ANY SPECIES DESIGNATED AS CATEGORY I ON THE EXOTIC PLANT PEST COUNCIL'S CURRENT LIST OF FLORIDA'S MOST INVASIVE SPECIES, CUPANIOPSIS ANACARDIOIDES (CARROTWOOD), DALBERGIA SISSOO (ROSEWOOD), ALBIZZIA LEBBECK (WOMAN'S TONGUE), ARAUCARIA HETEROPHYLIA (NORFOLK ISLAND PINE), GREVILLEA ROBUSTA (SILK OAK), MELIA AZADARACHA (CHINABERRY), FICUS SPP. (NON–NATIVE FICUS), EUCALYPTUS SPP. (EUCALYPTUS).

b. SHRUBS AND HEDGES. SHRUBS USED TO MEET THE REQUIREMENTS OF THIS SECTION SHALL BE A MINIMUM OF 24 INCHES IN HEIGHT WHEN PLANTED. HEDGES, WHERE REQUIRED, SHALL BE PLANTED AND MAINTAINED SO AS TO FORM A 36–INCH OR HIGHER CONTINUOUS, UNBROKEN, SOLID, VISUAL SCREEN.

c. GROUND COVERS. GROUND COVERS USED IN LIEU OF GRASS, OR IN PART, TO MEET THE REQUIREMENTS OF THIS SECTION, SHALL BE PLANTED IN SUCH A MANNER AS TO PRESENT A FINISHED APPEARANCE AND REASONABLY COMPLETE COVERAGE WITHIN THREE MONTHS AFTER PLANTING.

d. GRASS. GRASS USED TO MEET THE REQUIREMENTS OF THIS SECTION SHALL BE PLANTED WITH SPECIES NORMALLY GROWN AS PERMANENT LAWNS IN THE COUNTY. GRASS AREAS WILL BE SODDED, EXCEPT THAT PLUGGING, SPRIGGING OR SEEDING OF GRASSY AREAS IS PERMISSIBLE WITH RESPECT TO SINGLE–FAMILY AND TWO–FAMILY RESIDENTIAL LOTS. AS TO ALL LOTS, SOLID SOD SHALL BE USED IN SWALES, DETENTION OR RETENTION AREAS AND OTHER AREAS SUBJECT TO EROSION.

e. EXISTING PLANT MATERIAL. WHEN PLANT MATERIAL EXISTS ON A SITE PRIOR TO THE DATE APPLICATION FOR A PERMIT IS MADE, CREDIT MAY BE ALLOWED FOR SUCH PLANT MATERIAL PROVIDED THAT IT IS PROTECTED DURING CONSTRUCTION AND INCORPORATED INTO THE REQUIRED LANDSCAPING IN A MANNER WHICH SATISFIES THE REQUIREMENTS OF THIS ARTICLE.

(1) LANDSCAPED AREAS. EACH SEPARATE LANDSCAPED AREA SHALL HAVE AT LEAST ONE TREE, ONE OR MORE SHRUBS AS APPROVED BY THE DEPARTMENT, OR ONE OR MORE HEDGES, AND GROUND COVER. SO AS TO SUPPORT LONG–TERM PLANT HEALTH, PLANTING SOIL FOR ALL LANDSCAPED AREAS SHALL CONSIST OF EXISTING SOIL MIXED WITH 50 PERCENT RECYCLED TOP SOIL. SUCH PLANTING SOIL SHALL BE FREE OF DEBRIS, ROOTS, CLAY, STONES, PLANTS OR OTHER FOREIGN MATERIALS. THE PLANTING SOIL MEETING REQUIREMENTS OF THIS SUBSECTION SHALL EXTEND TO AN APPROPRIATE DEPTH SO AS TO ELIMINATE ANY HINDRANCE TO PLANTING OPERATIONS OR DETRIMENT TO GOOD PLANT GROWTH. COMPLIANCE WITH THESE SOIL REQUIREMENTS SHALL BE VERIFIED AS PART OF THE FINAL INSPECTION.

(2) LANDSCAPING DESIGN STANDARDS. FOR COMMERCIAL, PROFESSIONAL, MULTIFAMILY, INDUSTRIAL AND INSTITUTIONAL STRUCTURES, THESE DESIGN STANDARDS ARE IN ADDITION TO, AND NOT IN PLACE OF, OTHER REQUIREMENTS IMPOSED BY THIS ARTICLE.

(3) LANDSCAPE STRIPS. BETWEEN STREET RIGHTS–OF–WAY AND VEHICULAR USE, BUILDING AND RETENTION/DETENTION AREAS, THERE SHALL BE A LANDSCAPED STRIP OF LAND, EXCEPT WHERE DRIVEWAYS ARE LOCATED, MEETING THESE REQUIREMENTS:

a. THE STRIP SHALL BE AT LEAST SIX FEET WIDE FOR LOTS UNDER 10,000 SQUARE FEET IN SIZE AND AT LEAST TEN FEET WIDE FOR LOTS 10,000 SQUARE FEET OR LARGER;

b. THE LANDSCAPE STRIP SHALL INCLUDE AN AVERAGE OF AT LEAST ONE TREE FOR EACH 300 SQUARE FEET OF REQUIRED LANDSCAPED AREA. THE REMAINDER OF THE REQUIRED LANDSCAPED AREA SHALL BE COMPLETELY COVERED WITH GRASS, GROUND COVER OR OTHER LANDSCAPED TREATMENT AND SHALL ADDITIONALLY CONTAIN A SCREEN OF LANDSCAPING WHICH SHALL BE INSTALLED AND MAINTAINED SO AS TO FORM A 36–INCH OR HIGHER CONTINUOUS, UNBROKEN, SOLID, VISUAL SCREEN WITHIN A MAXIMUM OF ONE YEAR AFTER THE LANDSCAPING TAKES PLACE, EXCEPT IN CLEAR VISION AREAS REQUIRED IN SECTION 125–308.

CITY LANDSCAPE NOTES

(1) OTHER PROPERTY. ALL PROPERTY, OTHER THAN THE REQUIRED LANDSCAPE STRIP, LOCATED BETWEEN STREET RIGHT–OF–WAY AND BUILDINGS, SHALL BE COMPLETELY COVERED WITH GRASS OR OTHER GROUND COVER EXCEPT TO THE EXTENT THERE ARE PERMITTED, IMPERVIOUS SURFACE STRUCTURE SUCH AS SIDEWALKS, PLAZAS AND DRIVEWAYS.

(2) VEHICULAR USE, BUILDING, RETENTION/DETENTION AREAS ADJACENT TO OTHER PROPERTY. LANDSCAPE STANDARDS FOR THESE AREAS ARE AS FOLLOWS:

a. WHERE A VEHICULAR USE AREA DOES NOT ABUT A STREET RIGHT–OF–WAY BUT ABUTS OTHER PROPERTY, THERE WILL BE A LANDSCAPED STRIP OF LAND WHICH IS AT LEAST TEN FEET WIDE. WHEN A PROPERTY LINE ABUTS A BUILDING, ANOTHER STRUCTURE, A JOINT DRIVEWAY OR JOINT PARKING AREA, SUCH LANDSCAPED STRIP SHALL NOT BE REQUIRED.

b. THE LANDSCAPING STRIP REQUIRED BY THE IMMEDIATELY FOREGOING SUBSECTION SHALL INCLUDE AN AVERAGE OF AT LEAST ONE TREE FOR EACH 200 SQUARE FEET OF THE REQUIRED LANDSCAPE AREA. THE REMAINDER OF THE REQUIRED LANDSCAPE AREA SHALL BE LANDSCAPED WITH GRASS, GROUND COVER OR OTHER LANDSCAPE TREATMENT. WHEN THE AREA TO BE SCREENED ABUTS RESIDENTIALLY ZONED PROPERTY, A SITE–OBSCURING FENCE OR PLANTED MATERIAL WHICH IS NOT LESS THAN SIX FEET IN HEIGHT SHALL BE INCLUDED. IF PLANTED MATERIAL IS USED, IT SHALL BE PLANTED AND MAINTAINED SO AS TO FORM A THREE–FOOT OR HIGHER CONTINUOUS, UNBROKEN, SOLID VISUAL SCREEN WITHIN A MAXIMUM OF ONE YEAR AFTER PLANTING. THE PLANTED MATERIAL SHALL BE A SPECIES WHICH IN THE COUNTY NORMALLY GROWS TO A HEIGHT OF SIX FEET OR MORE.

(1) INTERIOR VEHICULAR USE AREAS. THE FOLLOWING ARE STANDARDS RELATING TO LANDSCAPING OF INTERIOR VEHICULAR USE AREAS:

a. LOTS WITH VEHICULAR USE AREAS THAT ARE 4,000 OR MORE SQUARE FEET IN SIZE SHALL HAVE AT LEAST ONE SQUARE FOOT OF INTERIOR LANDSCAPING FOR EACH 15 SQUARE FEET OF VEHICULAR USE AREA, EXCEPT THAT AREAS IN AN I–1 OR I–2 ZONE SHALL ONLY BE REQUIRED TO HAVE AT LEAST ONE SQUARE FOOT OF INTERIOR LANDSCAPING FOR EACH 30 SQUARE FEET OF VEHICULAR USE AREA. EACH SEPARATE LANDSCAPED AREA SHALL BE CURBED AND CONTAIN A MINIMUM OF 100 SQUARE FEET OF AREA AND SHALL BE AT LEAST TEN FEET WIDE AND TEN FEET DEEP EXCLUSIVE OF CURBING IN ALL LOCATIONS. PROGRESSIVE URBAN PARKING AREA DESIGNS MAY BE USED TO PROVIDE ADEQUATE SPACE FOR MULTIPLE TREE PLANTINGS AND ALLOW FOR PROPER TREE ROOT DEVELOPMENT SO SHADE TREES CAN GROW AND DEVELOP LARGE CANOPIES TO REDUCE PARKING LOT HEAT ISLANDS.

b. INTERIOR LANDSCAPING SHALL INCLUDE AN AVERAGE OF AT LEAST ONE TREE FOR EACH 100 SQUARE FEET OF REQUIRED LANDSCAPED AREA. THE REMAINDER OF THE REQUIRED LANDSCAPED AREA SHALL BE LANDSCAPED WITH GRASS, GROUND COVER OR OTHER LANDSCAPED TREATMENT. SUCH LANDSCAPED AREAS SHALL BE LOCATED IN SUCH A MANNER AS TO DIVIDE AND BREAK UP THE EXPANSE OF PAVING AND AT STRATEGIC POINTS TO GUIDE TRAFFIC FLOW AND DIRECTION.

c. WHEN TREES EXIST ON A SITE PRIOR TO SITE DEVELOPMENT, THE AMOUNT OF THE REQUIRED INTERIOR LANDSCAPED AREA MAY BE REDUCED BY THE FOLLOWING AMOUNT FOR PRESERVING EXISTING TREES, PROVIDED THAT THE TOTAL AMOUNT OF THE INTERIOR LANDSCAPED AREA IS NOT REDUCED BY MORE THAN 50 PERCENT.

DIAMETER OF TREE	REDUCTION IN INTERIOR
4.5 FEET ABOVE GROUND LEVEL	LANDSCAPED AREAS
OVER 12 INCHES	500 SQUARE FEET
6 INCHES TO 12 INCHES	400 SQUARE FEET
UNDER 6 INCHES BUT OVER 3 INCHES	100 SQUARE FEET

THESE REDUCTIONS IN THE INTERIOR LANDSCAPED AREAS SHALL ONLY APPLY WHERE THE PRESERVED TREE IS IN A PLANTING AREA WHICH HAS DIMENSIONS NOT LESS THAN THE RADIUS OF THE CROWN SPREAD MEASURED FROM THE TRUNK CENTER AND WHERE NO GRADE CHANGES WITHIN THE LANDSCAPED AREA MAY BE ANTICIPATED.

(1) LANDS ADJACENT TO STREET RIGHT–OF–WAY. LANDS IMMEDIATELY ADJACENT TO STREET RIGHT–OF–WAY SHALL MEET THE FOLLOWING REQUIREMENTS:

a. TREES WILL BE PLANTED ALONG THE PUBLIC RIGHT–OF–WAY IN A MANNER DIRECTED BY THE DEPARTMENT SO AS TO ENSURE SHADING FOR SIDEWALKS AND TO CONTRIBUTE TO THE STREETSCAPE DESIGN OF THE ROADWAY;

b. PALMS, TREES AND SHRUBS MAY BE REQUIRED FOR DRIVEWAY ENTRANCES OR OTHER KEY POINTS OF INTEREST AS DETERMINED BY THE DEPARTMENT TO THE EXTENT THAT SUCH PLANTINGS DO NOT EXCEED REQUIREMENTS SET FOR CLEAR VISION AREAS AS SPECIFIED BY SECTION 125–308.

(1) OTHER AREAS. WHEN AN AREA OTHER THAN A VEHICULAR USE AND RETENTION/DETENTION AREA OF A DEVELOPED LOT IN A C–1, C–2, C–3, C–4, C–5, I–1, OR I–2 ZONE ABUTS A LOT IN AN E–1, R–1, R–2, R–3, R–4, R–5, OS–1, OR OS–2, SUCH AREA IN A COMMERCIAL OR INDUSTRIAL ZONE SHALL HAVE A SITE OBSCURING FENCE OR PLANTED MATERIAL SO AS TO PROVIDE A VISUAL AND NOISE BUFFER BETWEEN SUCH AREAS AND THE LOT IN THE RESIDENTIAL OR OPEN SPACE ZONE. SUCH FENCE WILL BE CONSTRUCTED FROM WOOD, STONE, BRICK OR OTHER SUITABLE MATERIAL AND BE A MINIMUM OF SIX FEET HIGH. IF PLANTED MATERIAL IS USED, IT SHALL BE PLANTED AND MAINTAINED SO AS TO FORM A 36–INCH OR HIGHER CONTINUOUS, UNBROKEN SOLID SCREEN. THERE SHALL BE AT LEAST ONE SHRUB, BUSH OR VINE PLANTED ALONG THE FENCE FOR EACH TEN FEET OF FENCE FOR THE PURPOSE OF BEAUTIFYING THE FENCE. SLATS SHALL NOT BE PUT INTO CHAIN–LINK FENCE TO OBSCURE THE VIEW. THE PLANTED MATERIAL SHALL BE A SPECIES WHICH IN THE COUNTY NORMALLY GROWS TO A HEIGHT OF SIX FEET OR MORE.

(2) SCREENING OF REFUSE COLLECTION AREAS. REFUSE AND RECYCLING DUMPSTERS UTILIZED BY MULTIFAMILY RESIDENTIAL COMPLEXES, IN COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL FACILITIES SHALL BE SCREENED FROM VIEW ON ALL SIDES AND SHALL BE GATED. GATES MAY BE LEFT OPEN ONLY ON SCHEDULED PICK UP DAYS AND MUST BE CLOSED FOLLOWING PICK UP. SUCH SCREENING SHALL CONSIST OF A SIX–FOOT–HIGH MASONRY WALL OR WOODEN FENCE. IN ADDITION, WHEN FEASIBLE, ONE SHRUB OR HEDGE SHALL BE PLANTED AT TWO–FOOT CENTERS ALONG THE OUTSIDE PERIMETER OF THE SCREEN. DUMPSTERS SHALL BE LOCATED IN AN AREA THAT MINIMIZES PUBLIC VIEW. THIS SUBSECTION SHALL APPLY TO DUMPSTERS SERVICING STRUCTURES BUILT ON OR AFTER JUNE 1, 1996.

(3) INSTALLATION OF LANDSCAPING. ALL LANDSCAPING REQUIRED BY THIS ARTICLE SHALL BE INSTALLED IN COMPLIANCE WITH THESE REQUIREMENTS:

a. LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN, INCLUDING ALL SPECIFIED CONDITIONS TO A PARTICULAR LANDSCAPE APPROVAL, AND INSPECTED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. SUCH INSPECTION SHALL INCLUDE VERIFICATION THAT PLANTING SOIL MEETS SPECIFIED COMPOSITION AND DEPTH REQUIREMENTS. IN THE EVENT THERE ARE ANY CHANGES TO THE APPROVED LANDSCAPE PLAN, SUCH CHANGES MUST BE REVIEWED AND APPROVED BY THE DEPARTMENT AND NOTED ON THE PLAN PRIOR TO NOTIFICATION FOR THE FINAL INSPECTION FOR A CERTIFICATE OF OCCUPANCY.

b. LANDSCAPED AREAS SHALL BE COVERED IN THEIR ENTIRETY WITH SHRUBS,

CITY LANDSCAPE NOTES

GROUND COVER, TURF, OR THREE INCHES OF BULK ORGANIC MULCH OR OTHER SUITABLE MATERIAL WHICH PERMITS PERCOLATION AND IS APPROVED BY THE DEPARTMENT. WHERE MULCH IS USED, IT MUST BE PROTECTED FROM WASHING OUT OF THE PLANTING BED. INORGANIC MULCH, SUCH AS GRAVEL OR ROCK, SHOULD ONLY BE USED WHERE WASHOUTS OCCUR. THE FINAL INSPECTION PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY, SHALL INCLUDE VERIFICATION THAT ANY MULCH IS INSTALLED AT THE REQUISITE DEPTH.

c. TREES WHICH ARE BALLED AND BURLAPED MUST HAVE THE BURLAP REMOVED OR FOLDED DOWN AT THE TIME OF THE PLANTING. ALL TWINE OR ROPE MUST BE REMOVED. IF WIRE BASKETS ARE USED, THE UPPER ROWS MUST BE CUT BEFORE PLANTING. REMOVE ALL SOIL FROM ABOVE THE ROOT FLARE AND PLANT THE TREE SO THE TOP OF THE ROOT BALL IS TEN PERCENT ABOVE THE LANDSCAPE SOIL. DO NOT PLACE ANY SOIL OR MULCH OVER THE ROOT BALL. IF STAKES OR GUIDE WIRES ARE USED TO SUPPORT A TREE, THE WIRE MUST BE COVERED WITH PROTECTIVE MATERIAL WHERE IT IS IN CONTACT WITH THE TREE AND THE STAKES OR GUIDE WIRES MUST BE REMOVED AFTER ONE YEAR.

d. ALL LANDSCAPING REQUIRED BY THE CITY MUST BE PROTECTED FROM VEHICULAR AND PEDESTRIAN TRAFFIC BY THE INSTALLATION OF CURBING, WHEEL STOPS OR OTHER PROTECTIVE DEVICES ALONG THE PERIMETER OF ANY LANDSCAPING WHICH ADJOINS VEHICULAR USE AREAS OR SIDEWALKS. THESE PROTECTED DEVICES SHALL HAVE A MINIMUM HEIGHT OF SIX INCHES ABOVE GRADE.

e. NO PARKING, DISPLAY OF VEHICLES OR OUTSIDE STORAGE OR DISPLAY OF MERCHANDISE IS PERMITTED IN OR OVER ANY REQUIRED LANDSCAPE AREA, NOR ARE VEHICLES PERMITTED TO OVERHANG ANY REQUIRED LANDSCAPED AREA.

f. SOIL, EXCEPT FOR PLANTING SOIL, IN WHICH REQUIRED LANDSCAPE IS TO BE INSTALLED MUST BE GENERALLY INDIGENOUS TO THE LOCALE. SOIL MUST BE LOOSE, FRIABLE, AND FREE OF LIMESTONE AND OTHER CONSTRUCTION MATERIALS, ROAD BASE MATERIAL, ROCKS, WEEDS, GRASSES, HARD PAN, CLAY OR OTHER DEBRIS. PH SHALL BE ADJUSTED WHERE NECESSARY TO BE COMPATIBLE WITH THE PLANT SPECIES BEING INSTALLED. SOIL SHALL BE SLIGHTLY SWALED TO RETAIN SURFACE STORMWATER. BACKFILL SOIL MATERIAL SHALL BE THOROUGHLY WATERED IN AND AROUND PLANT ROOT BALLS TO PREVENT ANY AIR POCKETS. THE USE OF AMENDED AND ENRICHED SOILS MAY BE REQUIRED BY THE DEPARTMENT WHERE NECESSARY TO INCREASE THE WATER RETENTION CAPABILITIES OF SOIL IN ORDER TO REDUCE THE AMOUNT OF WATERING NEEDED TO MEET THE LANDSCAPING WATER REQUIREMENT. FINAL INSPECTION OF REQUIRED LANDSCAPE PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY SHALL INCLUDE PH TESTING TO VERIFY COMPATIBILITY WITH PERMITTED PLANTINGS.

g. TO MINIMIZE TRAFFIC HAZARDS AT STREET OR DRIVEWAY INTERSECTIONS, ALL LANDSCAPING INSTALLATIONS MUST PROVIDE UNOBSTRUCTED VIEWS AS REQUIRED IN SECTION 125–308.

h. ANY IRRIGATION SYSTEM PLACED ON CITY RIGHT–OF–WAY WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER WHO SHALL RELOCATE, REPLACE OR REPAIR THE SYSTEM AS APPROPRIATE IN THE EVENT IT IS DAMAGED DUE TO PERMITTED CONSTRUCTION IN THE RIGHT–OF–WAY.

i. PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY, FINAL LANDSCAPE INSTALLATION SHALL BE CERTIFIED AS COMPLETE AND IN CONFORMANCE TO THE APPROVED LANDSCAPE PLAN BY SUBMISSION OF A CERTIFICATION LETTER BY A LANDSCAPE ARCHITECT.

(1) MAINTENANCE OF LANDSCAPING. PROPERTY OWNERS SHALL MAINTAIN ALL REQUIRED LANDSCAPING SO THAT IT CONTINUES TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE FREE OF REFUSE AND DEBRIS, IN CONFORMITY WITH THE FOLLOWING REQUIREMENTS:

a. VEGETATION REQUIRED BY THIS ARTICLE SHALL BE REPLACED WITH EQUIVALENT VEGETATION IF IT IS NOT LIVING. ALL TREES FOR WHICH CREDIT IS AWARDED AND WHICH SUBSEQUENTLY DIE SHALL BE REPLACED BY THE SAME NUMBER OF LIVING TREES ACCORDING TO THE STANDARDS ESTABLISHED IN THIS ARTICLE.

b. MAINTENANCE SHALL INCLUDE SUFFICIENT WEEDING, WATERING, FERTILIZING, PRUNING, MOWING, EDGING, MULCHING AND OTHER HORTICULTURAL PRACTICES SO AS TO ENSURE THAT THE LANDSCAPING CONTINUES TO MAINTAIN A HEALTHY, NEAT AND ORDERLY APPEARANCE.

(1) THE LANDSCAPE MAINTENANCE AGREEMENT SHALL NOTE THAT ALL APPROVED LANDSCAPING SHALL BE INSTALLED, IRRIGATED, AND MAINTAINED IN PERPETUITY IN ACCORDANCE WITH SECTION 123–7 OF THE CITY CODE OF ORDINANCES, IN ORDER THAT IT CONTINUES TO PRESENT A HEALTHY, NEAT, AND ORDERLY APPEARANCE FREE OF REFUSE AND DEBRIS, IN CONFORMITY WITH THE FOLLOWING REQUIREMENTS:

a. VEGETATION REQUIRED BY THIS ARTICLE SHALL BE REPLACED WITH EQUIVALENT OR BETTER VEGETATION IF IT IS NOT LIVING. ALL TREES FOR WHICH CREDIT IS AWARDED AND WHICH SUBSEQUENTLY DIE SHALL BE REPLACED BY THE SAME OR GREATER NUMBER OF LIVING TREES ACCORDING TO THE STANDARDS ESTABLISHED IN THIS ARTICLE.

b. MAINTENANCE SHALL INCLUDE SUFFICIENT WEEDING, WATERING, FERTILIZING, PRUNING, MOWING, EDGING, MULCHING AND OTHER HORTICULTURAL PRACTICES TO ENSURE THAT THE LANDSCAPING CONTINUES TO MAINTAIN A HEALTHY, NEAT, AND ORDERLY APPEARANCE.

IN CASE OF VIOLATION:

MAINTENANCE SHALL INCLUDE THE REPLACEMENT OF ALL UNHEALTHY/DEAD MATERIAL WITHIN 30 DAYS AFTER A NOTIFICATION OF VIOLATION IN CONFORMANCE WITH THE APPROVED SITE PLAN OR LANDSCAPE PLAN. VIOLATIONS OF THIS ARTICLE, OR FAILURE TO MAINTAIN ALL REQUIRED LANDSCAPING AS REFLECTED IN THE APPROVED LANDSCAPING PLAN, SHALL BE GROUNDS FOR REFERRAL TO THE SPECIAL MAGISTRATE FOR APPROPRIATE ACTION.

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	XXX
DRAWN BY:	XXX
CHECKED BY:	XXX

SHEET NAME:
CITY LANDSCAPE NOTES

SHEET NO:
C-602

Layout Tab Name: C-602 CITY LANDSCAPE NOTES
Last Saved By:Nik, 9/4/2024 3:25:07 PM
W:\Srvn\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cad\10016919-C601-LANDCIG.dwg Plotted ByWachowski, Grace Plotted:September 5, 2024, 9:22:32 AM

PHMI GROUP

WOODSPRING SUITES - FT. PIERCE

2480 S. JENKINS RD., FT. PIERCE, FL, 34947

PROJECT TEAM

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL

3333 Warrenville Road
Suite 200
Lisle, IL 60532
800.414.1045

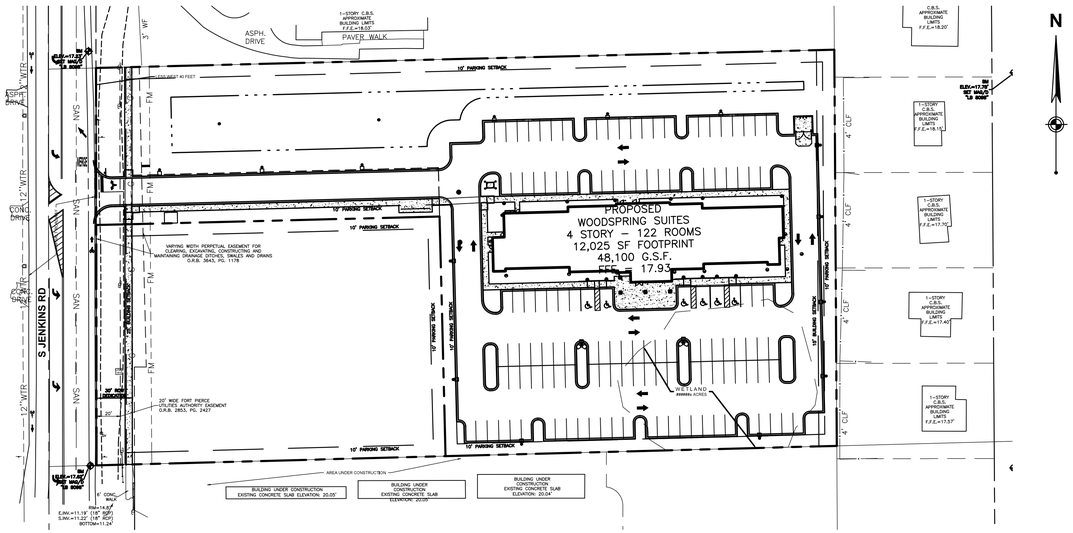
VICINITY MAP

NOT TO SCALE



SITE PLAN

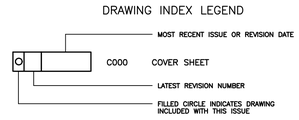
NOT TO SCALE



SHEET INDEX

●	–	09/06/24	C001	COVER
●	–	09/06/24	C002	GENERAL NOTES
●	–	09/06/24	C101	EXISTING CONDITIONS PLAN
●	–	09/06/24	C102	DEMOLITION PLAN
●	–	09/06/24	C201	SITE PLAN
●	–	09/06/24	C301	GRADING PLAN
●	–	09/06/24	C310	EROSION CONTROL PLAN
●	–	09/06/24	C311	EROSION CONTROL DETAILS
●	–	09/06/24	C401	UTILITY PLAN
●	–	09/06/24	C402	STRUCTURE TABLES
●	–	09/06/24	C403	HOSE LAY PLAN
●	–	09/06/24	C404	FIRE HYDRANT EXHIBIT
●	–	09/06/24	C501	STORM PROFILES
●	–	09/06/24	C502	SANITARY PROFILES
●	–	09/06/24	C601	LANDSCAPE PLAN
●	–	09/06/24	C602	CITY LANDSCAPE NOTES
●	–	09/06/24	C701	PHOTOMETRIC PLAN
●	–	09/06/24	C702	PHOTOMETRIC DETAILS
●	–	09/06/24	C801	DETAILS
●	–	09/06/24	C802	DETAILS
●	–	09/06/24	C803	DETAILS
●	–	09/06/24	C804	DETAILS
●	–	09/06/24	C805	DETAILS
●	–	09/06/24	C806	DETAILS
●	–	09/06/24	C807	DETAILS
●	–	09/06/24	C808	DETAILS
●	–	09/06/24	C809	DETAILS
●	–	09/06/24	C810	DETAILS
●	–	09/06/24	EXH–1	TRIBUTARY EXHIBIT

DRAWING INDEX LEGEND



Sunshine811

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL

3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO: 10016919
DATE ISSUED: 09/06/24

ISSUED FOR PERMITS

SHEET NAME:
COVER SHEET

SHEET NO:
C-001

Layout Tab Name: Layout1
Last Saved By: Wachowski, Grace 9/3/2024 11:30:13 AM
W:\Sch\IBL\Dayton\10016919.00_WSS PHMI Group\10016919.048.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C001-COV.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:17:41 AM

GENERAL NOTES

1. EXISTING CONDITIONS AS DEPICTED ON THESE PLANS ARE GENERAL AND ILLUSTRATIVE IN NATURE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EXAMINE THE SITE AND BE FAMILIAR WITH EXISTING CONDITIONS PRIOR TO BIDDING ON THIS PROJECT. IF CONDITIONS ENCOUNTERED DURING EXAMINATION ARE SIGNIFICANTLY DIFFERENT FROM THOSE SHOWN, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER/CONSTRUCTION MANAGER IMMEDIATELY.
2. EXISTING SITE INFORMATION AND TOPOGRAPHIC SURVEY WAS PREPARED BY ENGINEERING DESIGN & CONSTRUCTION, INC., DATED 10/19/23, ANY SITE CHANGES/MODIFICATIONS MADE AFTER THIS SURVEY ARE NOT REFLECTED IN THESE PLANS, CONTRACTOR TO NOTIFY WOOLPERT, INC, OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION. ITEMS INDICATED AS PER RECORDS AND OUTSIDE THE SURVEY LIMITS ARE BASED ON VARIOUS RECORD DRAWINGS PROVIDED BY THE OWNER. WOOLPERT IS NOT RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN.
3. THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES (INCLUDING THOSE LABELED PER RECORDS) PRIOR TO THE BEGINNING OF CONSTRUCTION OR EARTH MOVING OPERATIONS. INFORM ARCHITECT/ENGINEER/CONSTRUCTION MANAGER OF ANY CONFLICTS DETRIMENTAL TO THE DESIGN INTENT.
4. 48 HOURS PRIOR TO COMMENCEMENT OF DIGGING, CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES: THE FLORIDA UTILITY PROTECTION SERVICES 811, AND ALL OTHER AGENCIES THAT MAY HAVE UNDERGROUND UTILITIES WITHIN THE PROJECT LIMITS AND ARE NON-MEMBERS OF FLORIDA UNDERGROUND PROTECTION SERVICES.
5. THE CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR COMPLYING WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS, TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTORS TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK.
6. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND OWNER'S REPRESENTATIVE FOR ANY AND ALL INJURIES AND/OR DAMAGES TO PERSONNEL, EQUIPMENT AND/OR EXISTING FACILITIES OCCURRING IN THE COURSE OF THE DEMOLITION AND CONSTRUCTION DESCRIBED IN THE PLANS AND SPECIFICATIONS.
7. CONTRACTOR SHALL OBTAIN A PERMIT FOR ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH LOCAL, STATE, & FEDERAL REGULATIONS.
8. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL CODES, OBTAIN ALL APPLICABLE PERMITS, AND PAY ALL REQUIRED FEES PRIOR TO COMMENCING WORK.
9. ANY WORK PERFORMED IN ST. LUCIE COUNTY RIGHT OF WAYS SHALL BE IN ACCORDANCE WITH THE APPLICABLE ST. LUCIE COUNTY REQUIREMENTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE NECESSARY PERMITS FOR THE WORK. SCHEDULE NECESSARY INSPECTIONS, AND PROVIDE THE NECESSARY TRAFFIC CONTROL MEASURES AND DEVICES, ETC., FOR WORK PERFORMED IN THE RIGHT OF WAYS.
10. THE CONTRACTOR IS TO PERFORM ALL INSPECTIONS AS REQUIRED BY THE FLORIDA DEPARTMENT FOR ENVIRONMENTAL PROTECTION FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT AND FURNISH OWNERS REPRESENTATIVE WITH WRITTEN REPORTS. OWNER WILL OBTAIN NPDES PERMIT.
11. CONTRACTOR SHALL IMPLEMENT ALL SOIL AND EROSION CONTROL PRACTICES REQUIRED BY THE CITY OF FORT PIERCE AND THE FLORIDA DEP.
12. ALL GROUND SURFACE AREAS THAT HAVE BEEN EXPOSED OR LEFT BARE AS A RESULT OF CONSTRUCTION AND ARE TO FINAL GRADE AND ARE TO REMAIN SO, SHALL BE SEEDED AND MULCHED AS SOON AS PRACTICAL IN ACCORDANCE WITH SPECIFICATIONS.
13. ALL CONSTRUCTION WORK SHALL BE DONE ACCORDING TO SAID SPECIFICATIONS AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF THE CITY OF FORT PIERCE. WHEN IN CONFLICT, THE CITY REQUIREMENTS SHALL PREVAIL.
14. ALL WORK PERFORMED BY THE CONTRACTOR SHALL CONFORM TO THE LATEST REGULATIONS OF THE AMERICANS WITH DISABILITIES ACT.
15. THE CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS CONSTRUCTION SET FOR OTHER PERTINENT INFORMATION. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET IN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THE PROJECT.
16. BEFORE INSTALLATION OF STORM SEWER, SANITARY SEWER, ELECTRICAL CONDUIT, WATERLINE OR ANY OTHER UTILITY, THE CONTRACTOR SHALL VERIFY ALL CROSSINGS, BY EXCAVATION WHERE NECESSARY, AND INFORM THE OWNER AND THE ARCHITECT/ENGINEER/CONSTRUCTION MANAGER OF ANY CONFLICTS. THE DESIGN ENGINEER WILL BE HELD HARMLESS IF NOT NOTIFIED OF DESIGN CONFLICTS PRIOR TO CONSTRUCTION.
17. ADJUST OR RECONSTRUCT ALL EXISTING CASTINGS, CLEANOUTS, ETC, WITHIN PROJECT AREA TO MEET PROPOSED GRADE AS REQUIRED.
18. CONTRACTOR TO REMOVE & REPLACE PAVEMENT AS SPECIFIED.
19. THE CONTRACTOR SHALL CHECK EXISTING GRADES, DIMENSIONS, AND INVERTS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK.
20. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN, RELOCATE EXISTING UTILITIES AS INDICATED, OR AS NECESSARY FOR CONSTRUCTION.
21. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
22. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. FIELD ADJUSTMENT OF FINAL GRADES MAY BE NECESSARY. INSTALL ALL UTILITIES PRIOR TO INSTALLATION OF PAVED SURFACES.
23. SITE WORK CONCRETE WALKS AND PADS SHALL HAVE A BROOM FINISH TO ALL SURFACES, SITE WORK CONCRETE SHALL BE CLASS A (4,000 PSI @ 28 DAYS) UNLESS OTHERWISE NOTED.
24. ALL DAMAGE TO EXISTING PAVEMENT, SIDEWALK, CURB, LANDSCAPING, UTILITIES, AND ANY OTHER ITEMS TO REMAIN, WHICH RESULTS FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED WITH LIKE MATERIALS AT THE CONTRACTOR'S EXPENSE.
25. SITE DIMENSIONS SHOWN ARE TO THE BACK OF CURB, BUILDING, WALL, EDGE OF PAVEMENT, OR COLUMN LINE UNLESS OTHERWISE NOTED.
26. CONTRACTOR SHALL MAINTAIN ONE SET OF AS-BUILT/RECORD DRAWINGS ON-SITE DURING CONSTRUCTION FOR DISTRIBUTION TO THE OWNER AND/OR OWNER'S REPRESENTATIVE UPON COMPLETION.
27. REFER TO THE ARCHITECTURAL, PLUMBING & ELECTRICAL DRAWINGS FOR EXACT DIMENSIONS AND LOCATIONS OF UTILITY SERVICE ENTRY LOCATIONS AND PRECISE BUILDING DIMENSIONS.
28. THIS SITE LAYOUT IS SPECIFIC TO THE APPROVALS NECESSARY FOR THE CONSTRUCTION IN ACCORDANCE WITH THE CITY OF FORT PIERCE. NO CHANGES TO THE SITE LAYOUT ARE ALLOWED WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER. CHANGES MADE TO THE SITE LAYOUT WITHOUT APPROVAL IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. CHANGES INCLUDE BUT ARE NOT LIMITED TO, INCREASED IMPERVIOUS PAVEMENT, ADDITION/DELETION OF PARKING SPACES, MOVEMENT OF CURB LINES, CHANGES TO DRAINAGE STRUCTURES AND PATTERNS, LANDSCAPING, ETC.
29. SITE SIGNAGE AND STRIPING SHALL BE IN ACCORDANCE WITH THE FLORIDA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
30. CONCRETE WALKS SHALL BE 4" THICK OVER 4" COMPACTED GRAVEL WITH CONTROL JOINTS EQUALLY SPACED AT NO MORE THAN 5' ON CENTER. EXPANSION JOINTS AT NO MORE THAN 50' ON CENTER. ALL SIDEWALKS ARE TO BE BROOM FINISHED.

DEMOLITION NOTES

1. ALL EXISTING ABOVE AND BELOW GROUND STRUCTURES WITHIN THE LIMITS OF CONSTRUCTION SHALL BE REMOVED UNLESS NOTED OTHERWISE SPECIFIED WITHIN THIS CONSTRUCTION SET AND/OR PROJECT MANUAL. THIS INCLUDES WALLS AND FOOTINGS. CAVITIES LEFT BY STRUCTURE REMOVAL SHALL BE BACKFILLED WITH SATISFACTORY MATERIALS AND COMPACTED TO THE GEOTECHNICAL ENGINEER'S RECOMMENDATION.
2. CLEARING LIMITS SHALL BE PHYSICALLY MARKED IN THE FIELD BY THE CONTRACTOR.
3. NO TREES SHALL BE REMOVED, NOR VEGETATION DISTURBED BEYOND THE LIMITS OF CONSTRUCTION WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE.
4. TREE PROTECTION FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF FORT PIERCE STANDARDS - OR - IN ACCORDANCE WITH THE DETAILED DRAWINGS. DO NOT OPERATE OR STORE EQUIPMENT, NOR HANDLE OR STORE MATERIALS WITHIN THE DRIP LINES OF THE TREES SHOWN TO REMAIN.
5. PROTECTION OF EXISTING TREES AND VEGETATION. PROTECT EXISTING TREES AND OTHER VEGETATION INDICATED TO REMAIN IN PLACE AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, SKINNING OR BRUISING OF BARK, SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION MATERIALS OR EXCAVATED MATERIALS WITHIN DRIP LINE, EXCESS FOOT OR VEHICULAR TRAFFIC, OR PARKING OF VEHICLES WITHIN DRIP LINE. PROVIDE TEMPORARY GUARDS TO PROTECT TREES AND VEGETATION TO BE LEFT STANDING.
6. ALL DEMOLITION WASTE AND CONSTRUCTION DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED. ALL DEBRIS SHALL BE REMOVED BY THE CONTRACTOR AND DISPOSED OF OFFSITE IN A STATE APPROVED WASTE SITE AND IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND PERMIT REQUIREMENTS. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN, REPAIR DAMAGE ACCORDING TO THE APPROPRIATE UTILITY COMPANY STANDARDS AND AT THE CONTRACTOR'S EXPENSE.
7. ALL UTILITY DISCONNECTION, REMOVAL, RELOCATION, CUTTING, CAPPING AND/OR ABANDONMENT SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY OR AGENCY. LOCAL UTILITY CONTACTS ARE PROVIDED ON THIS SHEET.
8. THE BURNING OF CLEARED MATERIAL AND DEBRIS SHALL NOT BE ALLOWED UNLESS CONTRACTOR OBTAINS PRIOR LEGAL WRITTEN AUTHORIZATION FROM THE LOCAL AUTHORITIES.
9. EROSION & SEDIMENT CONTROL MEASURES AROUND AREAS OF DEMOLITION SHALL BE PROPERLY INSTALLED AND FUNCTIONING PROPERLY PRIOR TO INITIALIZATION OF DEMOLITION ACTIVITIES.
10. ASBESTOS OR HAZARDOUS MATERIAL ARE NOT EXPECTED. IF FOUND ON SITE, SUCH MATERIALS SHALL BE REMOVED BY A LICENSED HAZARDOUS MATERIALS CONTRACTOR. CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY IF HAZARDOUS MATERIALS ARE ENCOUNTERED.
11. CONTRACTOR SHALL ADHERE TO ALL LOCAL, STATE, FEDERAL AND OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS DURING ALL DEMOLITION AND CONSTRUCTION ACTIVITIES.
12. CONTRACTOR SHALL PROTECT ALL CORNER PINS, MONUMENTS, PROPERTY CORNERS AND BENCHMARKS DURING DEMOLITION ACTIVITIES. IF DISTURBED, CONTRACTOR SHALL HAVE DISTURBED ITEMS RESET BY A LICENSED SURVEYOR AT NO ADDITIONAL COST TO THE OWNER.
13. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, STRUCTURES, AND FEATURES TO REMAIN. ANY ITEMS TO REMAIN THAT HAVE BEEN DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.
14. CONTRACTOR SHALL PROVIDE AND MAINTAIN TRAFFIC CONTROL MEASURES IN ACCORDANCE WITH STATE DEPARTMENT OF TRANSPORTATION REGULATIONS, FAA REGULATIONS, AND AS REQUIRED BY LOCAL AGENCIES WHEN WORKING IN AND/OR ALONG STREETS, ROADS, HIGHWAYS, ETC., IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN APPROVAL AND COORDINATE WITH LOCAL AND/OR STATE AGENCIES REGARDING THE NEED, EXTENT AND LIMITATIONS ASSOCIATED WITH INSTALLING AND MAINTAINING TRAFFIC CONTROL MEASURES.
15. PROVIDE STRAIGHT, FULL DEPTH, AND NEAT SAW CUTS OF EXISTING PAVEMENT WHERE INDICATED ALONG LIMITS OF PAVEMENT DEMOLITION.
16. ALL UTILITY AND STRUCTURE REMOVAL, RELOCATION, CUTTING, CAPPING AND/OR ABANDONMENT SHALL BE COORDINATED AND PROPERLY DOCUMENTED BY A CERTIFIED PROFESSIONAL, WHEN APPLICABLE, WITH THE APPROPRIATE UTILITY COMPANY, MUNICIPALITY AND/OR AGENCY. DEMOLITION OF REGULATED ITEMS MAY INCLUDE, BUT NOT LIMITED TO WELLS, ASBESTOS, UNDERGROUND STORAGE TANKS, SEPTIC TANKS AND ELECTRIC TRANSFORMERS. DEMOLITION CONTRACTOR SHALL REFER TO ANY ENVIRONMENTAL STUDIES FOR DEMOLITION RECOMMENDATIONS AND GUIDANCE. AVAILABLE ENVIRONMENTAL STUDIES MAY INCLUDE, BUT ARE NOT LIMITED TO PHASE I ESA, PHASE II ESA, WETLAND AND STREAM DELINEATION AND ASBESTOS SURVEYS. ALL APPLICABLE ENVIRONMENTAL STUDIES SHALL BE MADE AVAILABLE UPON REQUEST.
17. ALL PAVEMENT, BASE COURSES, SIDEWALKS, CURBS, BUILDINGS, FOUNDATIONS, ETC., WITHIN THE AREA THAT ARE INDICATED TO BE DEMOLISHED SHALL BE REMOVED TO FULL DEPTH. EXISTING BASE COURSE MATERIALS MAY BE WORKED INTO THE NEW PAVEMENT OR BUILDING SUBGRADE IF THE GRADATION, CONSISTENCY, COMPACTION, SUBGRADE CONDITION, ETC., ARE IN ACCORDANCE WITH THE SPECIFICATIONS AND RECOMMENDATIONS OF THE GEOTECHNICAL REPORT. BASE COURSE MATERIALS SHALL NOT BE WORKED INTO THE SUBGRADE AREAS TO RECEIVE LANDSCAPING.
18. THE CONTRACTOR SHALL USE SUITABLE METHODS TO CONTROL DUST AND DIRT CAUSED BY THE DEMOLITION ACTIVITIES.

SITE EARTHWORK NOTES

1. ALL PROPOSED GRADES SHOWN ARE FINAL GRADES, TOP OF GROUND LEVEL, OR TOP OF PAVEMENT, OR GRATE ELEVATION AT THE DRAWDOWN POINT, OR TOP OF CURB, UNLESS INDICATED OTHERWISE.
2. REFER TO AND FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT BY GAMAL ATTAALLA, P.E, TITLED PRELIMINARY GEOTECHNICAL ENGINEERING REPORT AND DATED OCTOBER 31, 2022.
3. SITE BUILDING PAD EXCAVATION AND CONSTRUCTION TO BE PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS (REPORT DATED OCTOBER 31, 2022). BUILDING PAD PREPARATION SHALL BEGIN BY CLEARING AND REMOVAL OF UNSUITABLE MATERIAL FROM PAD SITE, THEN PLACEMENT AND COMPACTION OF BACKFILL MATERIAL PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
4. ALL FILL UNDER PAVEMENT SHALL BE COMPACTED TO THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS (REPORT DATED OCTOBER 31, 2022).
5. ALL ELEVATIONS SHOWN ARE FINISHED GRADE ELEVATIONS.
6. CONTRACTOR SHALL STRICTLY ADHERE TO THE EROSION & SEDIMENT CONTROL PLAN PREPARED FOR THIS PROJECT.
7. EARTHWORK SHALL INCLUDE CLEARING AND GRUBBING, STRIPPING AND STOCKPILING TOPSOIL, MASS GRADING, EXCAVATION, FILLING, UNDERCUT AND REPLACEMENT, IF REQUIRED, AND COMPACTION.
8. CONTRACTOR TO REFILL UNDERCUT AREAS WITH SUITABLE MATERIAL AND COMPACT AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.
9. PLACE TOPSOIL OVER THE SUBGRADE OF UNPAVED. DISTRIBUTED AREAS TO A DEPTH INDICATED ON THE LANDSCAPE PLANS (4" MINIMUM).
10. PAVEMENT SLOPES ACROSS ACCESSIBLE PARKING STALLS AND ADJOINING ACCESS AISLES SHALL BE MAXIMUM 2% AND SHALL CONFORM TO THE LATEST REGULATIONS OF THE AMERICANS WITH DISABILITIES ACT.
11. ALL AREAS NOT PAVED SHALL BE STABILIZED IN ACCORDANCE WITH THE EROSION & SEDIMENT CONTROL PLAN, UNLESS NOTED OTHERWISE.
12. COMPACTED FILLS ARE TO BE MADE TO A MINIMUM OF TWO FEET ABOVE THE CROWN OF ANY PROPOSED SEWER PRIOR TO CUTTING OF TRENCHES FOR PLACEMENT OF SAID SEWERS. ALL FILLS SHALL BE CONTROLLED, COMPACTED, AND INSPECTED BY AN APPROVED TESTING LABORATORY OR AN INSPECTOR FROM THE APPROPRIATE GOVERNMENTAL AGENCY.
13. ALL EXCESS SOIL MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED AND SHALL BE REMOVED BY THE CONTRACTOR AND DISPOSED OF OFFSITE AT NO ADDITIONAL COST TO THE OWNER IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND PERMIT REQUIREMENTS.
14. THE CONTRACTOR IS RESPONSIBLE FOR BALANCING THE SITE EARTHWORK BY IMPORTING OR EXPORTING AS NECESSARY TO ACHIEVE DESIGN GRADES AND SPECIFICATIONS.

STORM DRAINAGE NOTES

1. DISTANCES SHOWN ON PIPING ARE HORIZONTAL DISTANCES FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE, UNLESS OTHERWISE NOTED. CONTRACTOR RESPONSIBLE FOR ACTUAL FIELD CUT LENGTH.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE INSTALLATION, INSPECTION, TESTING AND FINAL ACCEPTANCE OF ALL NEW STORMWATER MANAGEMENT FACILITIES CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH ALL APPLICABLE REGULATING AGENCIES CONCERNING INSTALLATION, INSPECTION AND APPROVAL OF THE STORM DRAINAGE SYSTEM CONSTRUCTION.
3. ALL STORMWATER MANAGEMENT FACILITIES, INCLUDING COLLECTION AND CONVEYANCE STRUCTURES SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE LOCAL AND STATE CODES AND REGULATIONS.
4. ALL CATCH BASINS IN THE PAVEMENT OR CURB ARE TO HAVE A MINIMUM OF ONE, 4" PERFORATED UNDERDRAIN EXTENDING FROM THE CATCH BASIN, SEE DETAIL ON DETAIL SHEETS.
5. ANY FIELD TILE CUT IN EXCAVATION, WHICH DRAINS AN OFFSITE AREA, MUST BE TIED INTO THE STORM DRAINAGE SYSTEM.
6. FOR EXACT LOCATION OF DOWNSPOUTS AND ROOF DRAINS, CONTRACTOR IS TO COORDINATE WITH ARCHITECTURAL AND PLUMBING DRAWINGS.
7. ALL PROPOSED STORM SEWERS, SURFACE OR OTHER DRAINAGE FACILITIES ARE TO BE PRIVATE AND MAINTAINED BY THE OWNER.
8. THE CONTRACTOR IS TO CONSTRUCT CURBS, CATCH BASINS, DOWNSPOUTS, PIPING AND CONNECTION ETC. AS REQUIRED TO CONVEY THE ROOF AND PAVED SURFACE DRAINAGE TO THE DETENTION BASIN.
9. ALL STORM STRUCTURES ARE CITY OF FORT PIERCE TYPES UNLESS OTHERWISE INDICATED.
10. ALL CATCH BASINS AND MANHOLES WITH A DEPTH GREATER THAN 4-FEET SHALL BE PROVIDED WITH STEPS, STEPS SHALL MEET THE REQUIREMENTS OF THE CITY OF FORT PIERCE.
11. THE MINIMUM DRAINAGE PIPE SHALL BE 15 INCHES. DRAINAGE PIPES INSTALLED IN THE CITY R/W SHALL BE RCP. ALL PIPES SHALL MEET FDOT STANDARDS AND EXPOSED ENDS SHALL HAVE CONCRETE MITERED ENDS. SITE DRAINAGE PIPES SIZED 36 INCHES AND UNDER MAY BE COMPRISED OF REINFORCED CONCRETE PIPE (RCP), CORRUGATED ALUMINUM PIPE (CAP), POLYETHYLENE PIPE CLASS II (HDPE-II SMOOTH WALLED INTERIOR), OR POLYVINYL CHLORIDE PIPE (PVC PER ASTM F949). SITE DRAINAGE PIPE EXCEEDING 36 INCHES IN SIZE SHALL BE COMPRISED OF EITHER RCP OR CAP UNLESS SPECIFIC APPROVAL FROM THE CITY ENGINEER IS OBTAINED FOR THE UTILIZATION OF HDPE OR PVC CONDUIT. ALL PIPING SHALL MEET THE REQUIREMENTS OF THE CITY OF FORT PIERCE STANDARD SPECIFICATIONS AND DETAILS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
12. STORM SEWER IS TO BE BEDDED WITH CLEAN GRANULAR MATERIAL-AGGREGATES NOT TO BE LARGER THAN 3/4" AND NOT SMALLER THAN NO. 8 SIEVE, FREE OF SILT AND FINES, AASHTO M43 SIZE #67, 7 OR 8, BEDDING TO BE MINIMUM OF 6" BELOW & 12" ABOVE THE PIPE.

FIRE DEPARTMENT NOTES

1. FIRE DEPARTMENT ACCESS ROADS PROVIDED IN ACCORDANCE WITH 18.2.3 SHALL BE PROVIDED AT THE START OF A PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. (NFPA 1 16.1.4). SURFACE, FIRE DEPARTMENT ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS AND SHALL BE PROVIDED WITH AN ALL-WEATHER DRIVING SURFACE. (NFPA 1.18.2.3.5.2)
2. PER THE ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION 740-23, AT LEAST 13 FEET 6 INCHES NOMINAL VERTICAL CLEARANCE SHALL BE PROVIDED AND MAINTAINED OVER THE FULL WIDTH OF ALL MEANS OF ACCESS (INCLUDING, BUT NOT LIMITED TO TREES, CANOPIES, ETC.)
3. PRIOR TO THE FINAL OCCUPANCY OF ANY BUILDING, THE PERMITTED WATER SUPPLY FOR FIRE PROTECTION, INCLUDING FIRE HYDRANTS AND FIRE SUPPRESSION SYSTEMS, SHALL BE INSTALLED, TESTED, AND ACCEPTABLE TO THE AHJ (SLCFD). NFPA 1141 CHAPTER 10.1.3
4. HYDRANTS SHALL BE LOCATED NO MORE THAN 12FT. FROM THE CURB OF ROADWAYS OR FROM THE EDGE OF PAYMENT. CLEARANCES OF THREE FEET (3 FT.) SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF HYDRANTS. A CLEAR SPACE OF NOT LESS THAN FIVE FEET (5FT.) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 2 ½ INCHES. THE CENTER OF HOSE OUTLET SHALL BE NOT LESS THAN 18 INCHES ABOVE FINAL GRADE. (SLCFD FIRE PREVENTION CODE RESOLUTION 740-23

UTILITY NOTES

1. ALL PROPOSED UTILITY LINES AND EXTENSIONS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF FORT PIERCE SPECIFICATIONS. CONTRACTOR SHALL COORDINATE UTILITY DISCONNECTIONS WITH THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR IS PARTICULARLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF THE EXISTING UTILITIES SHOWN HEREON IS BASED ON TOPOGRAPHIC SURVEYS AND RECORD DRAWINGS. THE CONTRACTOR SHALL NOT RELY UPON THIS INFORMATION AS BEING EXACT OR COMPLETE. SHOULD UNCHARTED UTILITIES BE ENCOUNTERED DURING EXCAVATION OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AS SOON AS POSSIBLE FOR INSTRUCTIONS. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION AND REQUEST FIELD VERIFICATION OF UTILITY LOCATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO RELOCATE EXISTING UTILITIES CONFLICTING WITH IMPROVEMENTS SHOWN HEREON IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
3. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. MAINTAIN MINIMUM 10-FOOT HORIZONTAL AND MINIMUM 18-INCH VERTICAL SEPARATION BETWEEN SANITARY SEWER, STORM SEWER AND WATER SUPPLY LINE, UNLESS OTHERWISE INDICATED.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SEQUENCING OF CONSTRUCTION FOR ALL UTILITY LINES SO THAT WATER LINES, GAS LINES, AND UNDERGROUND ELECTRIC DO NOT CONFLICT WITH SANITARY SEWERS OR STORM SEWERS. INSTALL UTILITIES PRIOR TO PAVEMENT CONSTRUCTION.
6. ALL TRENCH SPOILS SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED.
7. SANITARY SEWER SHALL BE PVC-SDR 35 PER ASTM D-3034 OR APPROVED EQUAL (CONFORMING TO CITY OF FORT PIERCE WATER & SEWER DEPARTMENT RULES AND REGULATIONS) INSTALLED AT A MINIMUM SLOPE OF ONE PERCENT (1.00%) UNLESS OTHERWISE NOTED. SANITARY SERVICE SHALL BE INSTALLED AT A MINIMUM DEPTH OF FOUR FEET (4') UNLESS OTHERWISE NOTED, A MINIMUM OF 18" CLEARANCE SHALL BE MAINTAINED AT ALL WATERLINE & STORM SEWER CROSSINGS. SANITARY SERVICE JOINTS SHALL CONFORM TO ASTM D-3212.
8. SANITARY SEWER IS TO BE BEDDED WITH CLEAN GRANULAR MATERIAL-AGGREGATES NOT TO BE LARGER THAN 3/4" AND NOT SMALLER THAN NO. 8 SIEVE, FREE OF SILT AND FINES. AASHTO M43 SIZE #67, 7 OR 8. BEDDING TO BE MINIMUM OF 6" BELOW & 12" ABOVE THE PIPE.
9. DISTANCES SHOWN FOR BOTH SANITARY AND STORM SEWER PIPES ARE MEASURED FROM CENTER OF STRUCTURE. CONTRACTOR RESPONSIBLE FOR ACTUAL FIELD CUT LENGTH. COORDINATES FOR STORM & SANITARY STRUCTURES ARE SHOWN TO THE CENTER STRUCTURE. UNLESS OTHERWISE NOTED.
10. ROOF DRAINS, FOUNDATION DRAINS AND ALL OTHER CLEAR WATER CONNECTIONS TO THE SANITARY SEWER SYSTEMS ARE PROHIBITED.
11. ADJUST ALL EXISTING UTILITY SURFACE FEATURES INCLUDING BUT NOT LIMITED TO CASTINGS, VALVE BOXES, PEDESTALS, CLEANOUTS, ETC. TO MATCH PROPOSED FINISHED GRADES, UNLESS OTHERWISE INDICATED.
12. THE CONTRACTOR SHALL PROVIDE RECORD DRAWINGS OF ALL IMPROVEMENTS. INCLUDE AT LEAST TWO DIMENSIONS TO EACH VALVE AND MANHOLE FROM KNOWN SITE FEATURES. DRAWINGS SHALL INCLUDE HORIZONTAL AND VERTICAL INFORMATION ON ALL NEW UTILITIES AS WELL AS EXISTING UTILITIES ENCOUNTERED.
13. MECHANICAL/ELECTRICAL CONTRACTORS SHALL BRING ALL UTILITIES 5' OUTSIDE BUILDING WALL. COORDINATE WITH CONSTRUCTION MANAGER/ARCHITECT/ENGINEER/OWNER.
14. ALL WATERLINE CROSSINGS SHALL MAINTAIN A VERTICAL SEPARATION OF 18" MINIMUM. SANITARY SEWER SHALL BE LOCATED A MINIMUM OF 18" BELOW WATERLINE AT ALL CROSSINGS. WATERLINE SHALL BE LOCATED A MINIMUM OF 10' HORIZONTALLY FROM ANY SANITARY SEWER OR STORM SEWER. ALL MEASUREMENTS SHALL BE TAKEN FROM OUTSIDE OF SEWER PIPE TO THE OUTSIDE OF WATERLINE PIPE. ONE FULL LENGTH OF WATERLINE PIPE SHALL BE LOCATED AT ALL CROSSINGS TO ENABLE BOTH JOINTS TO BE LOCATED AS FAR FROM SEWER AS POSSIBLE.
15. ALL WATER SERVICE PIPE, 2" AND SMALLER, SHALL BE K SOFT COPPER FROM WATERMAIN THRU CURB STOP; K SOFT COPPER OR FLORIDA APPROVED POLYTUBING FROM CURB STOP THRU METER SETTING IN BUILDING.
16. WATERLINE IS TO BE BEDDED WITH CLEAN GRANULAR MATERIAL-AGGREGATES NOT TO BE LARGER THAN 3/4" AND NOT SMALLER THAN NO, 8 SIEVE, FREE OF SILT AND FINES. AASHTO M43 SIZE #67, 7 OR 8. BEDDING TO BE MINIMUM OF 6" BELOW & 12" ABOVE THE PIPE

CONTACTS

CIVIL ENGINEER
WOOLPERT
GREG MONNIG, PE, PMP
4454 IDEA CENTER BOULEVARD
DAYTON, OH 45430
937.531.1481
GREG.MONNIG@WOOLPERT.COM

WATER
FORT PIERCE UTILITIES AUTHORITY
206 SOUTH 6TH STREET
FORT PIERCE, FL 34950
772.466.1600 (x3473)

GAS
FORT PIERCE UTILITIES AUTHORITY
206 SOUTH 6TH STREET
FORT PIERCE, FL 34950
772.466.1600 (x6930)

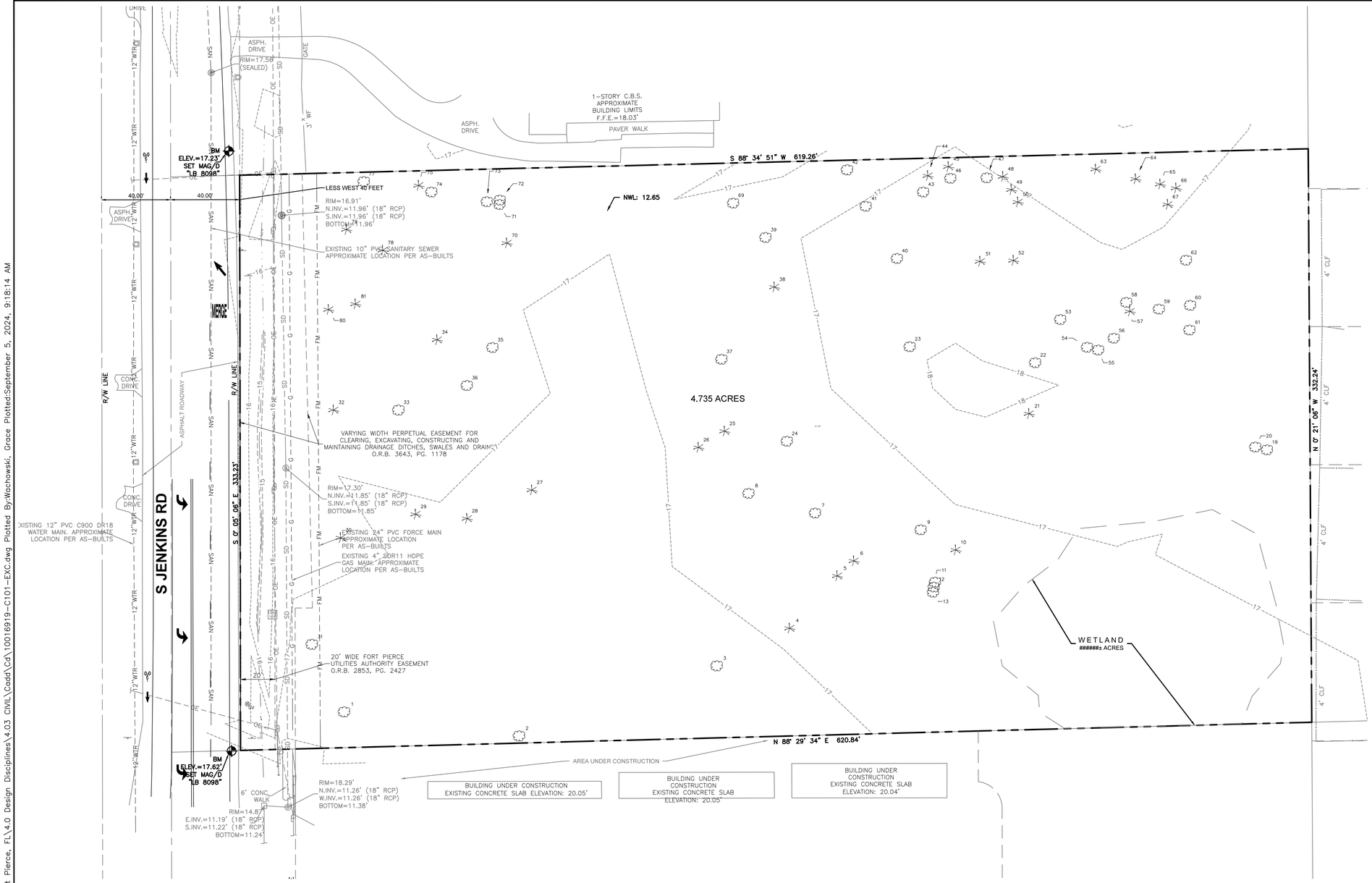
TELECOMMUNICATIONS
FORT PIERCE UTILITIES AUTHORITY
206 SOUTH 6TH STREET
FORT PIERCE, FL 34950
772.466.1600 (x3311)

BUILDING PERMIT
FORT PIERCE BUILDING DEPARTMENT
KAREN MURPHY
300 ORANGE AVENUE 3RD FLOOR
FORT PIERCE, FL 34950
772.467.3188
KMURPHY@CITYOFFORTPIERCE.COM

ROADWAY
ST. LUCIE COUNTY ENGINEERING DEPARTMENT
DAN J. ZRALLACK, PE
2300 VIRGINIA AVENUE
FORT PIERCE, FL 34982
772.462.1707
ZRALLACKD@STLUCIECO.ORG

CLIENT
PHMI GROUP
MEHUL PATEL
60 SERVICE LANE
RINGGOLD, GA 30736
423.313.1477
MEHUL@PHMIGROUP.COM

SANITARY
FORT PIERCE UTILITIES AUTHORITY
206 SOUTH 6TH STREET
FORT PIERCE, FL 34950
772.466.1600 (x3473



TREE INVENTORY

1	LA OAK 22.5	25	PINE 17	44	PINE 21.5	63	PINE 21.7
2	LA OAK 16.9	26	PINE 14.2	45	PINE 17.8	64	PINE 15.8
3	PALM	27	PINE 14.2	46	PALM	65	PINE 15.6
4	PINE 14	28	PINE 18.3	47	PALM	66	PINE 17.3
5	PINE 14.5	29	PINE 14.9	48	PINE 18.4	67	PINE 15
6	PINE 15.2	30	PINE 15.2	49	PINE 15	69	LA OAK 14.1
7	LA OAK 20.8	31	LA OAK 20.3	50	PINE 18.2	70	PINE 16.5
8	PALM	32	PINE 15.5	51	PINE 18.2	71	PALM
9	PALM	33	PALM	52	PINE 18.5	72	LA OAK 21
10	PINE 15.7	34	PINE 15.4	53	PALM	73	PALM
11	PALM	35	PALM	54	PALM	74	LA OAK 21.4
12	PALM	36	PALM	55	PALM	75	PINE 18.3
13	PALM	37	LA OAK 15.8	56	PALM	77	LA OAK 17.6
19	LA OAK 29.5	38	PINE 14	57	PINE 22	78	PINE 19.5
20	PALM	39	LA OAK 16.6	58	PALM	79	PINE 15
21	PINE 20.6	40	PALM	59	PALM	80	PINE 14.4
22	LA OAK 14.4	41	PALM	60	PALM	81	PINE 17
23	PALM	42	LA OAK 21.5	61	PALM		
24	PALM	43	PALM	62	PALM		

LEGEND

- 1' CONTOUR
- 5' CONTOUR
- PROPERTY BOUNDARY
- EASEMENT
- TREE/SHRUB LINE
- WOOD FENCE
- STORM & SIZE IF INDICATED
- WATER & SIZE IF INDICATED
- SANITARY & SIZE IF INDICATED
- GAS & SIZE IF INDICATED
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- CURB INLET
- HEADWALL
- WATER METER PIT
- WATER VALVE
- SPRINKLER
- TRANSFORMER
- ELECTRIC METER
- UTILITY/LIGHT POLE
- GROUND LIGHT
- TELEPHONE PEDESTAL
- GAS METER
- SIGN
- TREE
- EVERGREEN TREE
- FOUND IRON PIN
- FOUND DRILL HOLE
- FOUND MAG NAIL
- SET IRON PIN
- SET CHISELED X

NOTES

1. SEE SHEET C-002 FOR GENERAL NOTES.
2. CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS CONSTRUCTION SET FOR OTHER PERTINENT INFORMATION. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET WITHIN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THE PROJECT.
3. CONTRACTOR TO LOCATE EXISTING UTILITY SERVICES AND INVESTIGATE POTENTIAL FOR REUSE. IF IT IS NOT TO BE REUSED, IT SHALL BE REMOVED OR ABANDONED IN PLACE PER AGENCY REQUIREMENTS.
4. THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, MAP NUMBER 12111C0167J , , WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 16, 2012 AND IS DETERMINED TO BE INSIDE THE 0.2-PERCENT ANNUAL CHANCE FLOODPLAIN. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

Sunshine811

0 30 60 90

GRAPHIC SCALE IN FEET

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

NUMBER	DESCRIPTION	DATE

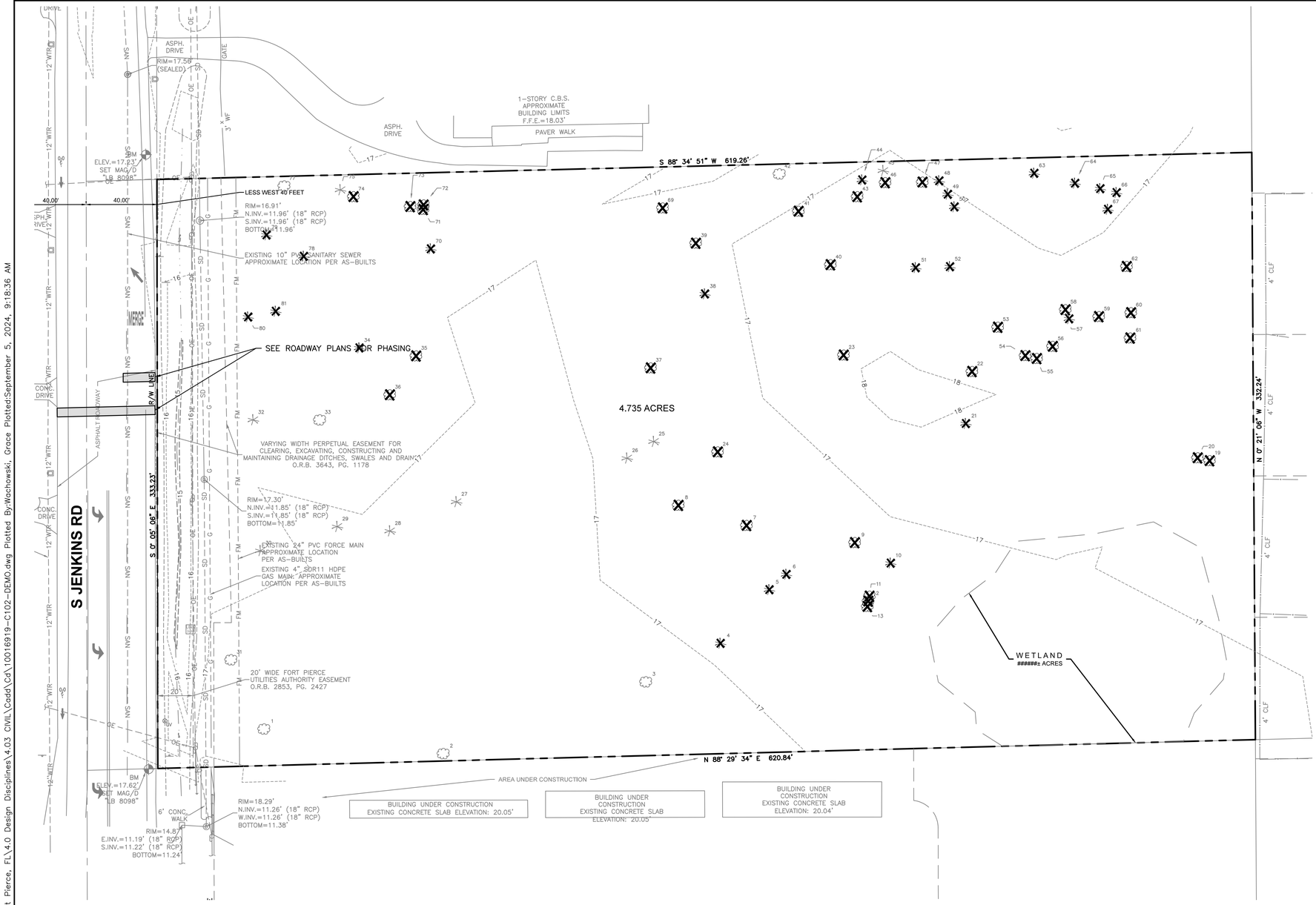
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
EXISTING CONDITIONS PLAN

SHEET NO:
C-101

Layout Tab Name: Layout1
Last Saved By:Nix, 9/5/2024 11:18:41 AM
W:\Srvin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cad\10016919-C101-EXC.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:18:14 AM



TREE INVENTORY

1	LA OAK 22.5	25	PINE 17	44	PINE 21.5	63	PINE 21.7
2	LA OAK 16.9	26	PINE 14.2	45	PINE 17.8	64	PINE 15.8
3	PALM	27	PINE 14.2	46	PALM	65	PINE 15.6
4	PINE 14	28	PINE 18.3	47	PALM	66	PINE 17.3
5	PINE 14.5	29	PINE 14.9	48	PINE 18.4	67	PINE 15
6	PINE 15.2	30	PINE 15.2	49	PINE 15	69	LA OAK 14.1
7	LA OAK 20.8	31	LA OAK 20.3	50	PINE 18.2	70	PINE 16.5
8	PALM	32	PINE 15.5	51	PINE 18.2	71	PALM
9	PALM	33	PALM	52	PINE 18.5	72	LA OAK 21
10	PINE 15.7	34	PINE 15.4	53	PALM	73	PALM
11	PALM	35	PALM	54	PALM	74	LA OAK 21.4
12	PALM	36	PALM	55	PALM	75	PINE 18.3
13	PALM	37	LA OAK 15.8	56	PALM	77	LA OAK 17.6
19	LA OAK 29.5	38	PINE 14	57	PINE 22	78	PINE 19.5
20	PALM	39	LA OAK 16.6	58	PALM	79	PINE 15
21	PINE 20.6	40	PALM	59	PALM	80	PINE 14.4
22	LA OAK 14.4	41	PALM	60	PALM	81	PINE 17
23	PALM	42	LA OAK 21.5	61	PALM		
24	PALM	43	PALM	62	PALM		

DEMOLITION NOTES

1. EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS ACCORDING TO AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE PRESENCE AND LOCATION OF THE EXISTING UTILITIES AND REPAIRING ANY DAMAGE DONE TO THE UTILITIES DURING PROBING OR CONSTRUCTION.
2. CALL DIGGERS HOTLINE (1-800-242-8511) FOR EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ALL MUD, DIRT, GRAVEL, AND ANY OTHER MATERIALS TRACKED ONTO ANY PUBLIC OR PRIVATE STREETS OR SIDEWALKS. THE CONTRACTOR MUST USE WATER OR OTHER METHODS TO KEEP AIRBORNE DUST TO A REQUIRED MINIMUM.
4. A FULL DEPTH SAWCUT SHALL BE PROVIDED IN ALL AREAS WHERE PROPOSED PAVEMENT OR CURB AND GUTTER MEETS EXISTING PAVEMENT.
5. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF BENCHMARKS PRIOR TO THE START OF CONSTRUCTION.

DEMOLITION LEGEND

REMOVE EXISTING TREE

ASPHALT PAVEMENT TO BE REMOVED

Sunshine811

0 30 60 90

GRAPHIC SCALE IN FEET

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

FORT PIERCE

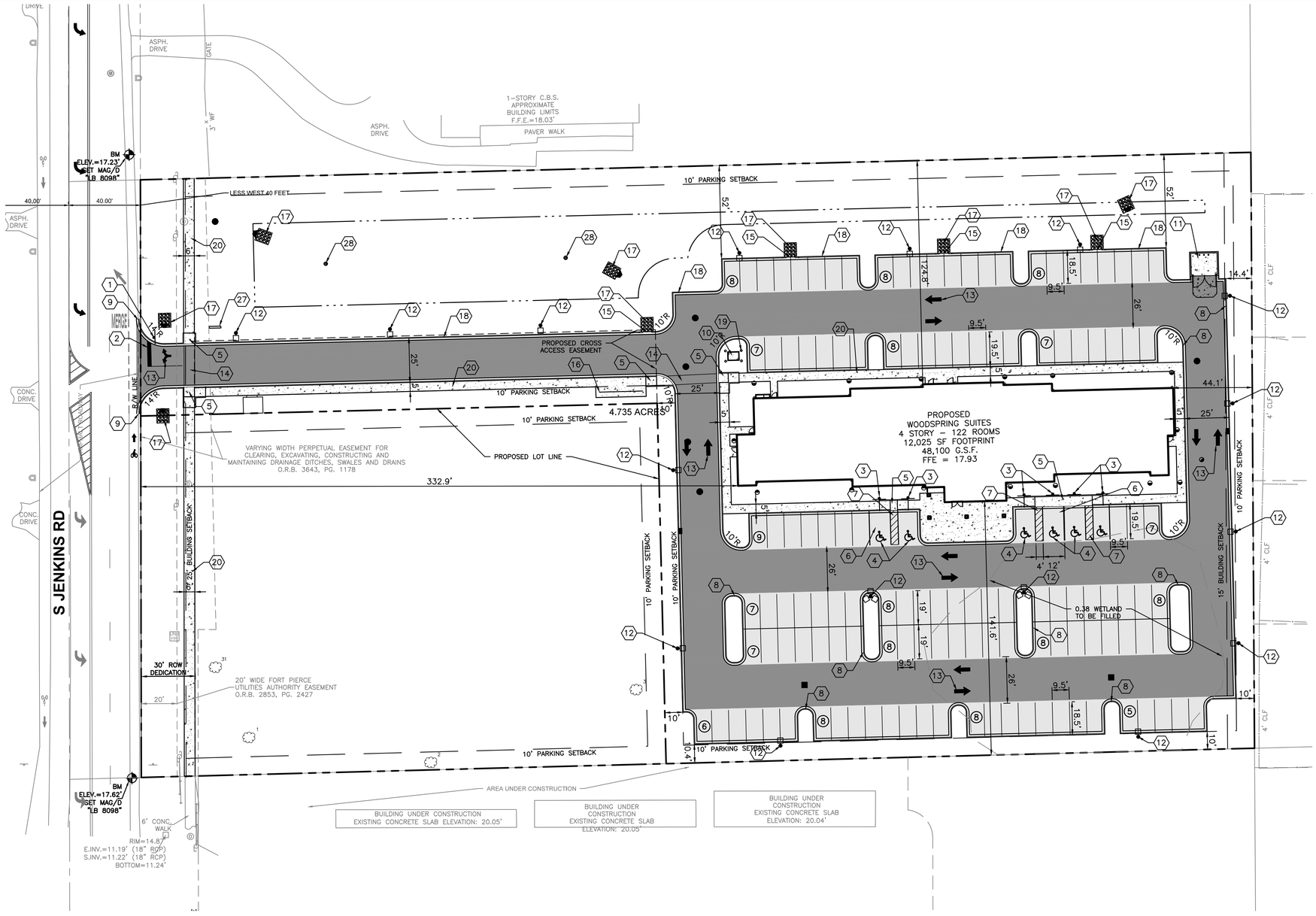
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
DEMOLITION PLAN

SHEET NO:
C-102

Layout Tab Name: Layout1
Last Saved By: Nik, 9/5/2024 11:17:52 AM
W:\Sivin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cad\10016919-C102-DEMO.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:18:36 AM



LEGEND

- SIGN
- PARKING SPACE COUNT
- CONCRETE SIDEWALK
- HEAVY DUTY CONCRETE
- STANDARD DUTY ASPHALT
- HEAVY DUTY ASPHALT
- LIGHTPOLES
- PROPERTY BOUNDARY

SITE DATA

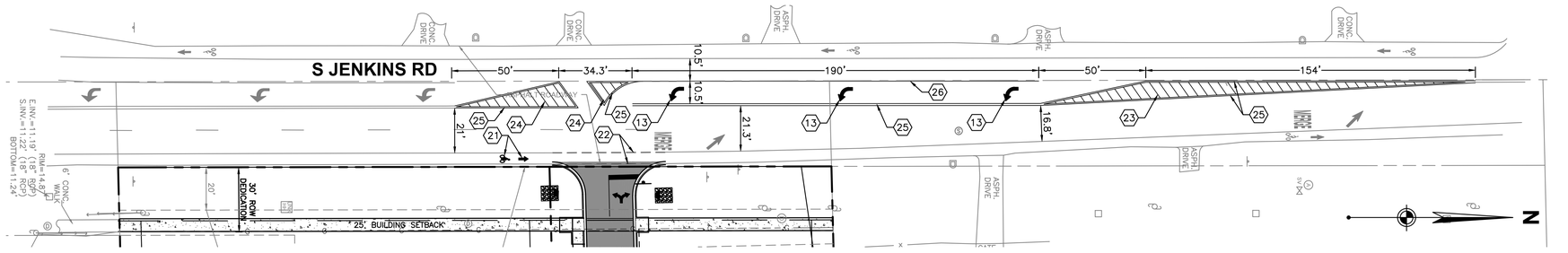
ZONE	C-3
TOTAL SITE AREA	4.735 ACRES
PROPOSED USE	HOTEL
PARKING SPACE SIZE REQUIRED	9.5' X 19'
1' OVERHANG ALLOWED	9.5' X 18'
PARKING SPACE SIZE PROVIDED	9.5' X 19'
WITH OVERHANG	9.5' X 18'
TYPICAL PARKING AISLE (TWO WAY)	26' WIDE (F/F)
TYPICAL ACCESS AISLE (TWO WAY)	24' WIDE (F/F)
PARKING SPACES REQUIRED	
1.1 SPACES PER UNIT <500 S.F.	
1.6 SPACES PER UNIT >500 S.F.	
122 ROOMS X 1.1 = 134.2 SPACES	
TOTAL SPACES REQUIRED =	135 SPACES
PARKING SPACES PROVIDED	135 SPACES
ADA SPACES PROVIDED	
STANDARD ADA SPACES	6 SPACES
VAN ADA SPACES	6 SPACES

NOTES

1. SEE SHEET C-002 FOR GENERAL NOTES.
2. EXISTING SITE INFORMATION/TOPOGRAPHIC SURVEY WAS PREPARED BY ENGINEERING DESIGN & CONSTRUCTION, NC., DATED OCTOBER 19, 2023.
3. CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS CONSTRUCTION SET FOR OTHER PERTINENT INFORMATION. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET WITHIN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THE PROJECT.
4. TRANSITION PROPOSED BARRIER CURB OR CONCRETE CURB AND GUTTER TO EXISTING CURB AND GUTTER IN 2'.
5. ALL CURB RADII SHALL BE 4' UNLESS NOTED OTHERWISE.
6. ALL PAVEMENT MARKING SHALL BE YELLOW IN COLOR UNLESS INDICATED OTHERWISE.
7. ADA DETECTABLE WARNINGS/TRUNCATED DOMES TO BE PROVIDED AT SIDEWALKS ON EITHER SIDE OF EACH DRIVEWAY CROSSING.
8. SEE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS.
9. REMOVE ALL EXISTING ROADWAY MARKINGS WITHIN LIMITS OF ROADWAY MARKING IMPROVEMENTS.

KEYNOTES (X)

1. "STOP" SIGN, R1-1
2. 24" WIDE STOP BAR, TRAFFIC WHITE PAINT
3. ACCESSIBLE SIGNAGE, SEE DETAIL SHEETS.
4. ACCESSIBLE PARKING SYMBOL
5. ACCESSIBLE RAMP WITH DETECTABLE WARNING
6. ACCESSIBLE PARKING SPACES & THEIR ACCESS AISLES SHALL BE 2% MAX. SLOPE IN ALL DIRECTIONS
7. PAINT 4" WIDE STRIPES @ 2'-0" O.C. @ 45° ANGLE, TRAFFIC YELLOW PAINT
8. CURB AND GUTTER
9. BEGIN/END PROPOSED CURB AND GUTTER. SAWCUT EXISTING CURB TO PROVIDE CLEAN CONSTRUCTION JOINT.
10. CONCRETE TRANSFORMER PAD
11. DUMPSTER ENCLOSURE (SEE ARCHITECTURAL PLANS)
12. LIGHT POLE LOCATION
13. DIRECTIONAL ARROW, TRAFFIC WHITE PAINT
14. CROSSWALK, PAINT 4" WIDE STRIPES EITHER SIDE OF CROSSING, 5' O.C. ALONG CROSSING.
15. CURB CUT
16. BIKE RACK
17. RIP RAP
18. 6" CURB AND GUTTER WITH 6" OF CURB REVEALED AT BACK OF CURB. SEE GRADING PLAN.
19. CONCRETE BOLLARDS
20. CONCRETE WALK
21. BIKE LANE SYMBOL, TRAFFIC YELLOW PAINT
22. SKIP-DASH 2' LINE WITH 6' SPACE, TRAFFIC WHITE PAINT
23. PAINT 11" WIDE STRIPES @ 30" O.C. @ 45° ANGLE, TRAFFIC YELLOW PAINT
24. PAINT 11" WIDE STRIPES @ 6' O.C. @ 45° ANGLE, TRAFFIC YELLOW PAINT
25. 2X 4" WIDE CENTERLINE @ 11" O.C., TRAFFIC YELLOW PAINT
26. 4" WIDE STRIPE, TRAFFIC WHITE PAINT
27. MONUMENT SIGN
28. 8' HT GEYSER JET FOUNTAIN



ROADWAY STRIPING IMPROVEMENTS

0 30 60 90
GRAPHIC SCALE IN FEET

Sunshine 811

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DESCRIPTION	DATE

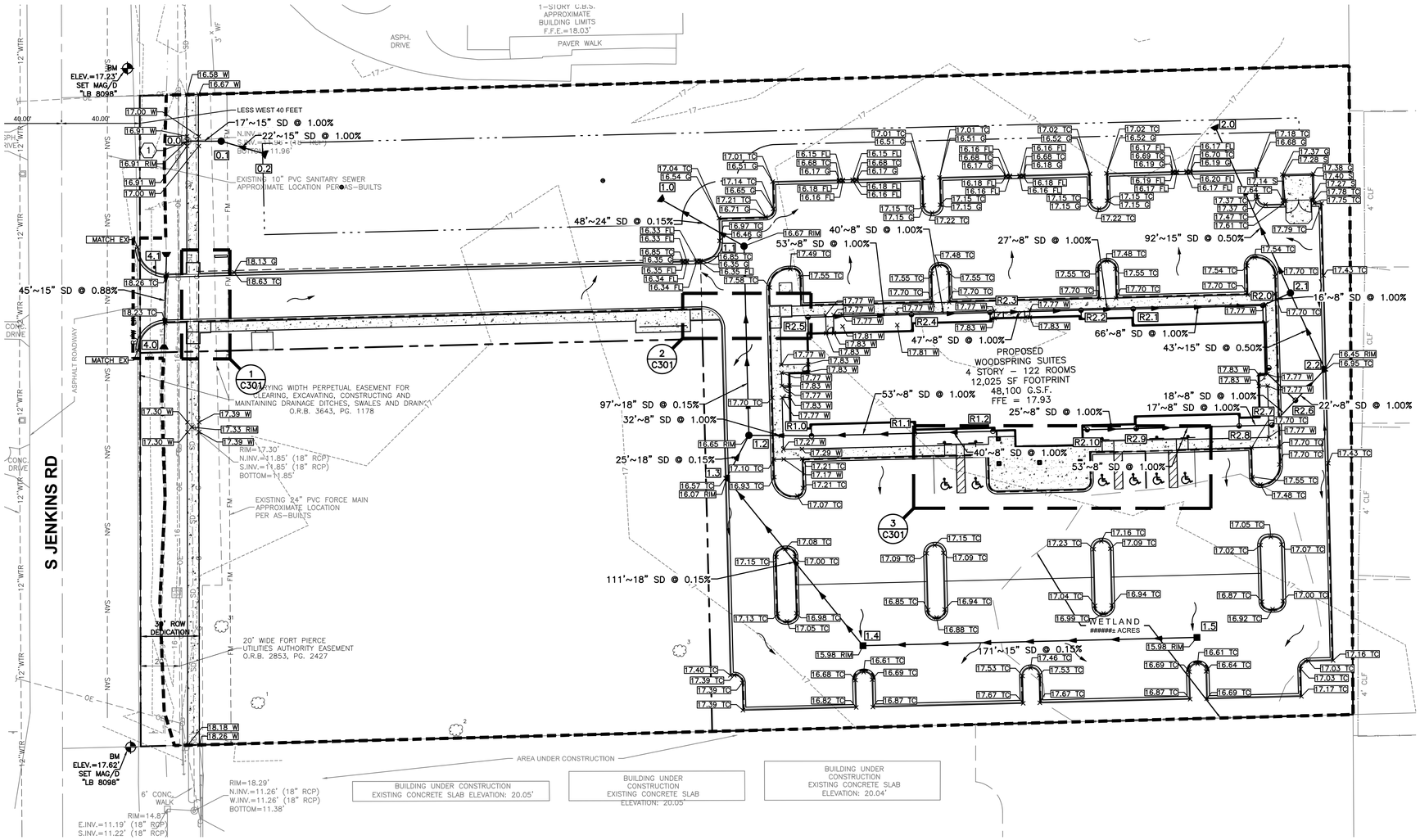
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
SITE PLAN

SHEET NO:
C-201

Layout Tab Name: Layout1
Last Saved By: Nik, 9/5/2024 11:08:34 AM
W:\Srvin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cad\10016919-C201-SIT.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:19:01 AM



LEGEND

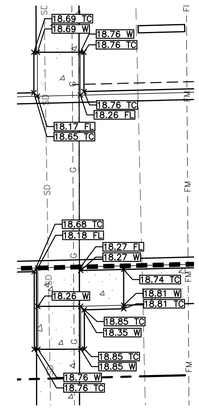
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- 1' CONTOUR
- 5' CONTOUR
- STORM SEWER
- EXISTING STORM SEWER
- CENTERLINE DRAINAGE SWALE
- PROPOSED BOUNDARY
- POSITIVE SLOPED CURB
- NEGATIVE SLOPED CURB
- CURB INLET
- STORM MANHOLE
- STORM CLEANOUT
- STORM STRUCTURE ID
- PROPOSED FLARED END SECTION
- PROPOSED CLEANOUT
- BENCHMARK
- DIRECTION OF FLOW
- OVERLAND FLOW ROUTE
- EXISTING DRAINAGE STRUCTURE
- ELEVATION AT TOP OF CURB
- ELEVATION AT FLOW LINE
- ELEVATION AT TOP OF PAVEMENT
- ELEVATION AT GRADE
- ELEVATION AT TOP OF SLAB
- ELEVATION AT TOP OF WALK
- TOP OF CASTING (RIM OR FLOW LINE) ELEVATION
- ELEVATION TO MATCH EXISTING GRADE
- INDICATES DETAIL LOCATION (DETAIL NUMBER/DETAIL SHEET)

NOTES

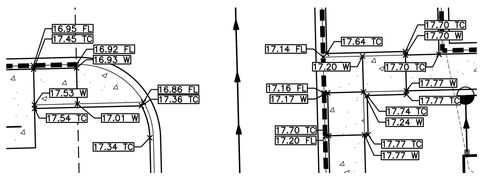
1. SEE SHEET C-002 FOR GENERAL NOTES.
2. CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS CONSTRUCTION SET FOR OTHER PERTINENT INFORMATION. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET WITHIN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THE PROJECT.
3. PROVIDE POSITIVE DRAINAGE AT ALL TIMES TO ENSURE NO STANDING WATER WITHIN PAVEMENT, BUILDING PAD OR GREEN AREAS.
4. ALL FLOW LINE ELEVATIONS ARE 0.5' LOWER THAN TOP OF CURB ELEVATIONS UNLESS OTHERWISE NOTED.
5. ALL STORM SEWER SHALL BE POLYETHYLENE PIPE CLASS II (HDPE-II SMOOTH WALLED INTERIOR) OR APPROVED ALTERNATE CONFORMING THE THE CITY OF FORT PIERCE REQUIREMENTS.
6. ROOF DRAIN LATERALS TO BE 6" HDPE-II SMOOTH WALLED INTERIOR PIPE. CONNECT TO 8" STORM LINE WITH WYE AND CLEANOUT, LENGTHS VARY.

KEYNOTES (X)

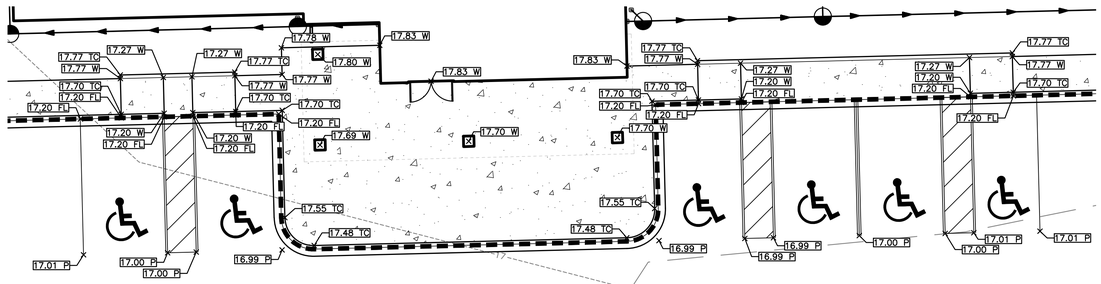
1. CONNECT PROPOSED STORM SEWER TO EXISTING STORM SEWER SYSTEM PER AGENCY REQUIREMENTS. CONTRACTOR TO VERIFY EXISTING STORM LOCATION AND INVERT.



1 / C301 ENTRANCE RAMP DETAIL
1"=10'



2 / C301 RAMP DETAIL
1"=10'



3 / C301 ADA DETAIL
1"=10'

0 30 60 90
GRAPHIC SCALE IN FEET

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

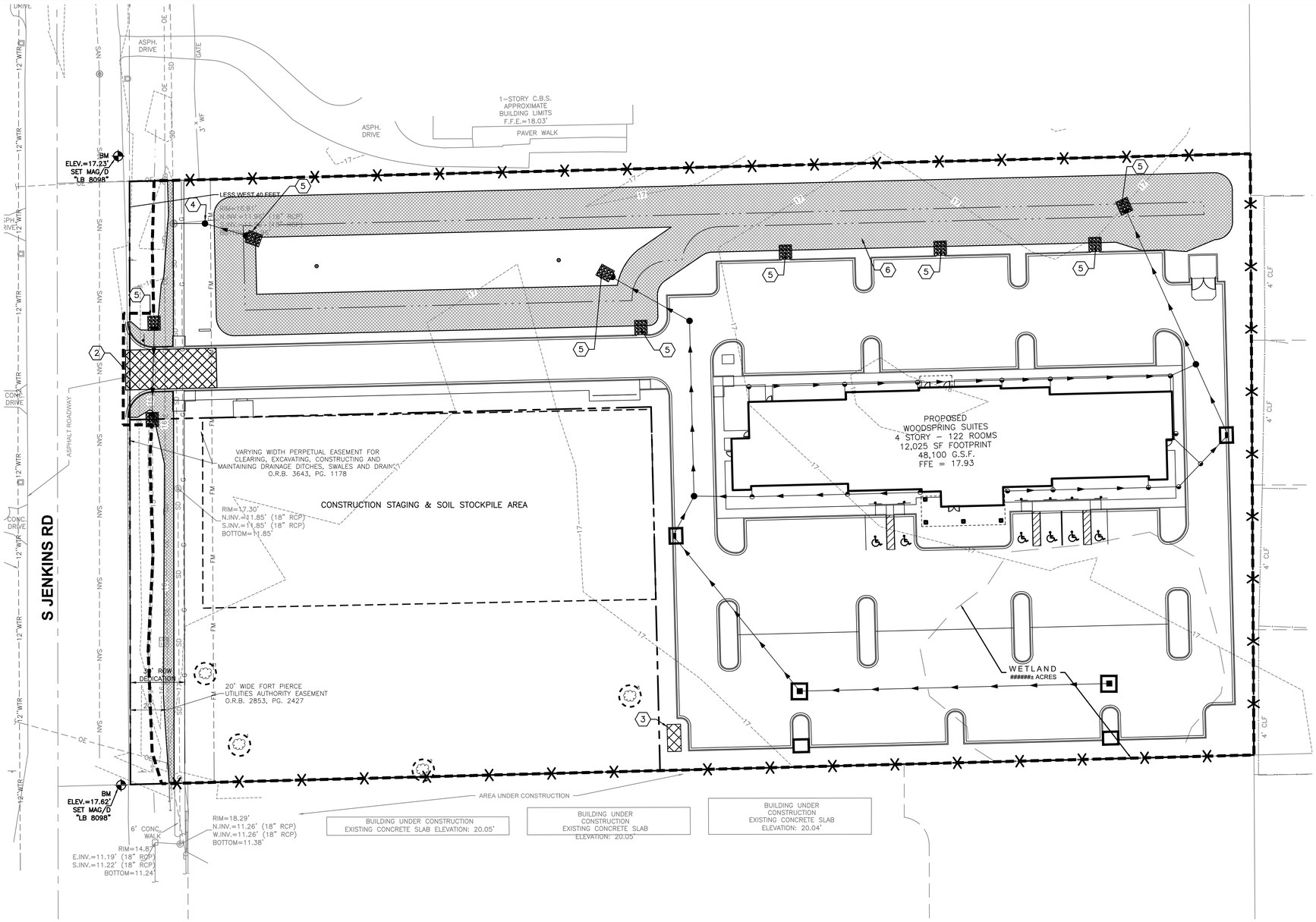
PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
GRADING PLAN

SHEET NO:
C-301

Sunshine811

Layout Tab Name: Layout1
Last Saved By:Nix, 9/3/2024 11:17:15 AM
W:\Srvm\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C301-GRA.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:19:31 AM



LEGEND

- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- 1' CONTOUR
- 5' CONTOUR
- STORM SEWER
- EXISTING STORM SEWER
- SILT FENCE
- 6' TEMPORARY CONSTRUCTION FENCE
- CONSTRUCTION LIMITS
- CATCH BASIN
- CURB INLET
- STORM MANHOLE
- STORM CLEANOUT
- STORM STRUCTURE ID
- EXISTING DRAINAGE STRUCTURE
- INLET PROTECTION
- TEMPORARY CONCRETE WASHOUT
- STABILIZED CONSTRUCTION ENTRANCE
- EROSION CONTROL BLANKET
- EXISTING TREES TO BE PRESERVED WITH PRESERVATION FENCING
- RIP RAP (SEE DETAIL)

N

NOTES

1. SEE SHEET C-002 FOR GENERAL NOTES.
2. EXISTING SITE INFORMATION/TOPOGRAPHIC SURVEY WAS PREPARED BY WOOLPERT, INC., DATED DECEMBER 27, 2018.
3. CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS CONSTRUCTION SET FOR OTHER PERTINENT INFORMATION. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET WITHIN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THE PROJECT.
4. SEE SHEET C-311 FOR EROSION CONTROL NOTES AND DETAILS.
5. SEE SHEET C-601 FOR PERMANENT STABILIZATION.
6. CONSTRUCTION FENCE AND SILT FENCE ARE SHOWN ON PLAN SCHEMATICALLY. ADJUST AS NECESSARY.

KEYNOTES (X)

1. TEMPORARY CONSTRUCTION FENCE GATE.
2. TEMPORARY CONSTRUCTION ENTRANCE.
3. TEMPORARY CONCRETE WASHOUT.
4. OUTLET CONTROL STRUCTURE.
5. 4'W X 4'L X 18" THICK RIP RAP
6. STORMWATER MANAGEMENT FACILITY.

SEQUENCING NOTES

1. INSTALL SILT FENCE AND INLET PROTECTION ON THE SITE.
2. INSTALL STABILIZED CONSTRUCTION EXIT.
3. BEGIN DEMOLITION WORK.
4. BEGIN UTILITY CONSTRUCTION.
5. BEGIN CONSTRUCTION OF BUILDING PAD AND PARKING LOT GRADING.
6. INSTALL PERMANENT PAVEMENT AREAS.
7. PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE. TEMPORARILY SEED, THROUGHOUT CONSTRUCTION, AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE.
8. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER ALL AREAS ARE STABILIZED. REPAIR ANY AREAS DISTURBED BY THE REMOVAL OF THE BMP.
9. CONTINUE DAILY MAINTENANCE AND INSPECTIONS UNTIL APPROVED BY OWNER AND/OR ENGINEER TO TERMINATE PERMIT COVERAGE.

AREA SUMMARY

TOTAL SITE AREA = 4.735 ACRES
DISTURBED AREA = 4.650 ACRES

Sunshine811

0 30 60 90
GRAPHIC SCALE IN FEET

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
EROSION CONTROL PLAN

SHEET NO:
C-310

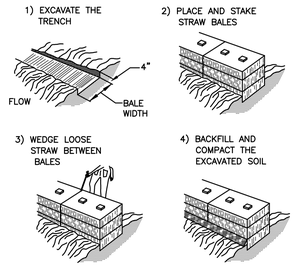
Layout Tab Name: Layout1
Last Saved By:Nik, 9/5/2024 11:16:43 AM
W:\Svm\EL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C310-EC.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:19:53 AM

EROSION CONTROL SCHEDULE

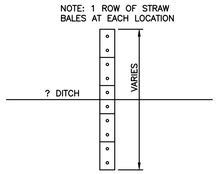
EROSION CONTROL MEASURE	MAINTENANCE	INSTALLATION SEQUENCE
STONE ENTRANCE	INSPECT WEEKLY, AFTER STORM EVENTS, AND AFTER HEAVY USE; RESHAPE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL; TOP DRESS WITH CLEAN STONE AS NEEDED; REMOVE ALL MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS IMMEDIATELY	PRIOR TO CLEARING AND GRADING
SILT FENCE	INSPECT AFTER STORM EVENTS; REPAIR ANY AREAS OF DECOMPOSITION OR DAMAGE TO FENCE MATERIAL; REMOVE SEDIMENT AT DEPTH OF ONE HALF FENCE HEIGHT AT LOWEST POINT OR IF FABRIC BULGES; AVOID UNDERMINING DURING CLEANOUT	PRIOR TO CLEARING AND GRADING
EXISTING INLET PROTECTION	WEEKLY, AFTER STORM EVENTS, AND AS NEEDED	PRIOR TO CLEARING AND GRADING
TREE PROTECTION	WEEKLY, AFTER STORM EVENTS, AND AS NEEDED	PRIOR TO CLEARING AND GRADING
TEMPORARY DIVERSIONS	INSPECT WEEKLY AND AFTER EACH STORM EVENT; REMOVE SEDIMENT FROM CHANNEL AND REINFORCE RIDGE AS NEEDED; REPAIR OUTLET DAMAGE IMMEDIATELY; REMOVE SEDIMENT FROM TRAPS WHEN 50% FULL; WHEN WORK AREA IS STABILIZED, REMOVE RIDGE, FILL CHANNEL. REMOVE TEMPORARY SLOPE DRAINS, AND STABILIZE ALL DISTURBED AREAS	ALONG WITH ROUGH GRADING
TEMPORARY SEDIMENT TRAP	INSPECT AFTER STORM EVENTS; REMOVE SEDIMENT AT ONE HALF DESIGN DEPTH; REPLACE SPILLWAY GRAVEL FACING IF CLOGGED; REPAIR EROSION AND HOLES AS NEEDED; REPLACE DISPLACED RIPRAP	DURING CLEARING AND PRIOR TO GRADING
TEMPORARY SEEDING	INSPECT PERIODICALLY TO VERIFY ADEQUATE ESTABLISHMENT OF VEGETATIVE STANDS; RESEED AND MULCH AS NEEDED; INSPECT AFTER STORM EVENTS AND REPAIR EROSION DAMAGE; TOP DRESS FALL SEEDED WHEAT OR RYE SEEDINGS WITH 50 LBS/AC OF NITROGEN IN FEBRUARY OR MARCH IF NITROGEN DEFICIENCY IS APPARENT; WATER AS NEEDED	AFTER ROUGH GRADING
PERMANENT SEEDING	INSPECT PERIODICALLY AND AFTER STORM EVENTS UNTIL VEGETATIVE STAND IS ESTABLISHED; ADD FERTILIZER AFTER GROWING SEASON PER SOIL TEST RECOMMENDATIONS; REPAIR DAMAGED, BARE, OR SPARSE AREAS BY FILLING, REPREPARING THE SEED BED, FERTILIZING, AND/OR SEEDING AND MULCHING	AFTER FINISH GRADING OF EACH AREA
EROSION CONTROL BLANKET	INSPECT FOR AREAS OF EROSION BELOW THE BLANKET AFTER EACH STORM EVENT; REPAIR AREAS OF EROSION BY REMOVING AFFECTED PORTION OF BLANKET, ADD SOIL, RESEED, RELAY AND STAPLE BLANKET; INSPECT PERIODICALLY AFTER VEGETATION IS ESTABLISHED	AFTER FINISH GRADING
STRAW BALES	INSPECT THE BALES AFTER EACH STORM EVENT; REMOVE SEDIMENT DEPOSITS TO PROVIDE STORAGE FOR THE NEXT STORM BEING CAREFUL NOT TO DAMAGE OR UNDERCUT THE BALES; REPLACE DAMAGED OR DETERIORATED BALES IMMEDIATELY	AFTER FINISH GRADING
INLET PROTECTION	INSPECT FABRIC BARRIER AFTER STORM EVENTS AND MAKE NEEDED REPAIRS IMMEDIATELY; REMOVE SEDIMENT FROM THE POOL AREA WHILE AVOIDING DAMAGING OR UNDERCUTTING THE FABRIC	AFTER EACH INLET IS PLACED
SEED, SOD & LANDSCAPE AROUND UNITS FINISHED	KEEP SOD MOIST UNTIL FULLY ROOTED; WATER AS NEEDED	AFTER FINISHED GRADING AROUND FINISHED UNITS
REMOVAL OF STRAW BALES	N/A	AFTER ALL AREAS DRAINING TO THESE AREAS ARE STABILIZED
REMOVAL OF INLET PROTECTION	N/A	AFTER ALL AREAS DRAINING TO THESE AREAS ARE STABILIZED
REMOVAL OF SILT FENCE	N/A	AFTER ALL AREAS DRAINING TO THESE AREAS ARE STABILIZED

1 C-311

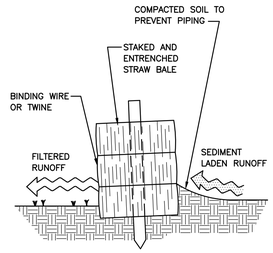
CONSTRUCTION OF A STRAW BALE BARRIER



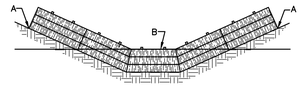
PLAN VIEW



CROSS–SECTION OF A PROPERLY INSTALLED STRAW BALE



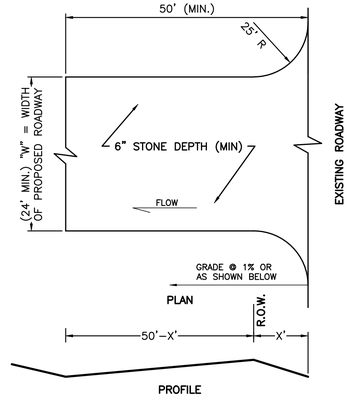
PROPER PLACEMENT OF STRAW BALE BARRIER IN DRAINAGE WAY



POINTS "A" SHOULD BE HIGHER THAN POINT "B"

STRAW BALE DETAIL
NO SCALE

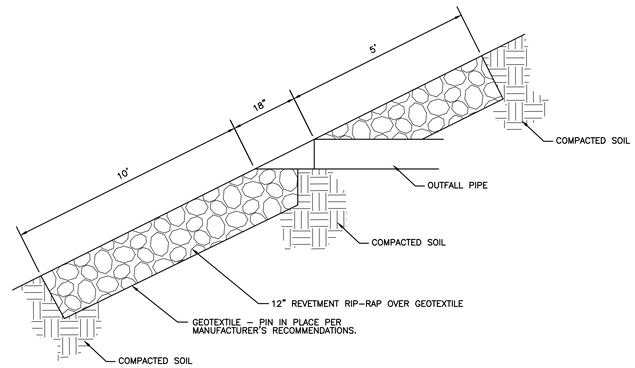
2 C-311



GENERAL NOTES:
1. STONE SIZE SHALL CONFORM TO ASTM D48 SIZE #1 (1 1/2" TO 3 1/2" DIA.).
2. PERIODIC 2" STONE TOP DRESSING & WASHING AS REQUESTED BY COUNTY/CITY.

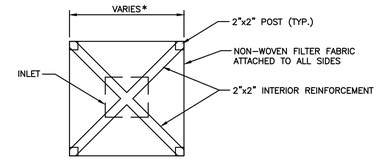
STABILIZED CONSTRUCTION ENTRANCE DETAIL
NTS

3 C-311

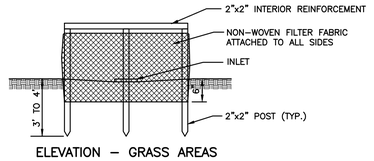


RIP-RAP DETAIL
NO SCALE

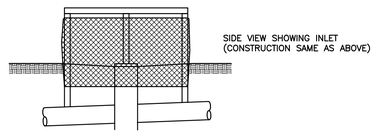
4 C-311



PLAN – GRASS AREAS



ELEVATION – GRASS AREAS

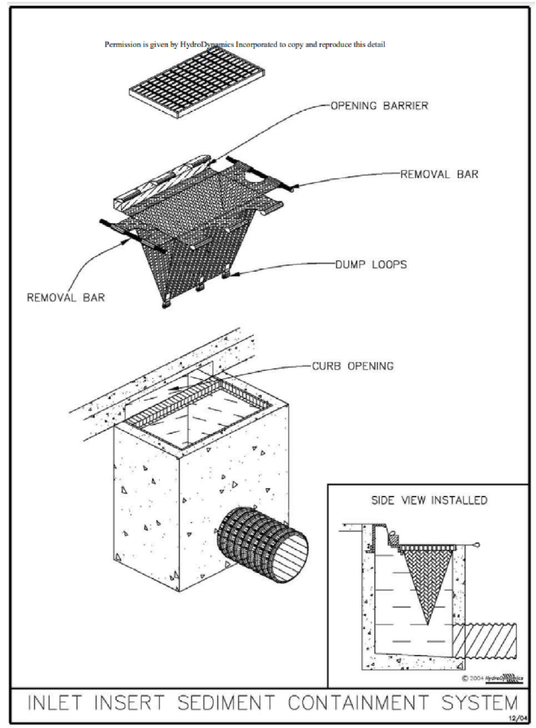


SIDE VIEW – GRASS AREAS

NOTES:
NON–WOVEN FILTER FABRIC ATTACHED TO ALL SIDES OF BOX.
SILT BOXES TO BE LOCATED AT EACH CATCH BASIN.
* DIMENSIONS OF BOX WILL VARY ACCORDING TO THE SIZE OF INLET AND DEPTH OF BASE.

SILT BOX DETAIL
NO SCALE

5 C-311



INLET PROTECTION DETAIL
NO SCALE

6 C-311

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

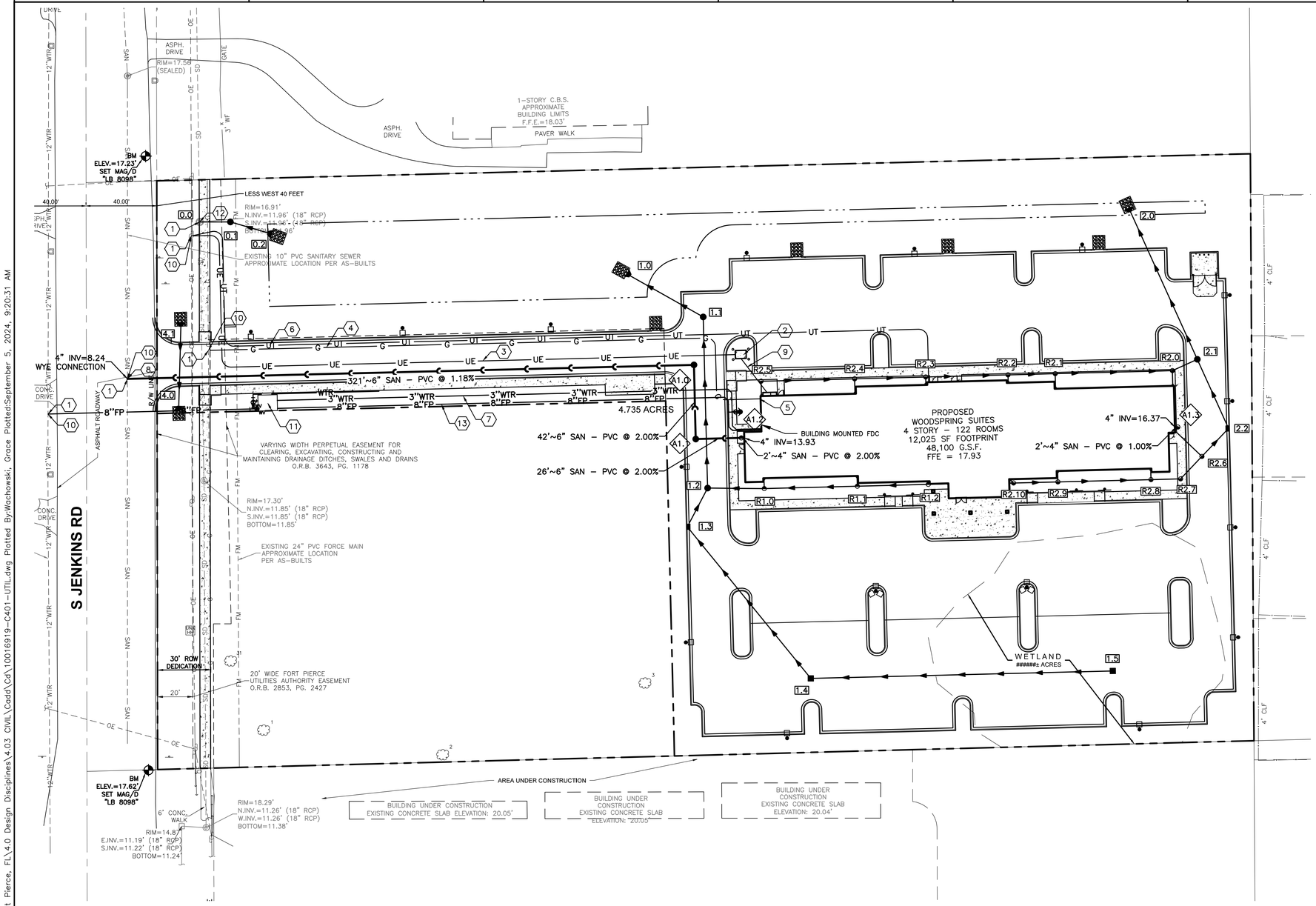
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
EROSION CONTROL DETAILS

SHEET NO:
C-311

Layout Tab Name: Layout1
Last Saved By:Nik, 9/5/2024 11:16:03 AM
W:\Sywin18L\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C311-ECDET.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:20:06 AM



LEGEND

- TOP OF POND
- SANITARY SEWER
- STORM SEWER
- WTR — WATER
- G — GAS
- UE — UNDERGROUND ELECTRIC
- UT — UNDERGROUND TELEPHONE
- PROPOSED BOUNDARY
- UC — UNDERGROUND CABLE
- CONDUIT
- F — FIBEROPTIC
- UNDERDRAIN
- CONSTRUCTION LIMITS
- LIGHT POLES
- CATCH BASIN
- CURB INLET
- STORM MANHOLE
- CLEANOUT
- EXISTING LIGHT POLE
- PROPOSED FLARED END SECTION
- PROPOSED CLEAN OUT
- PROPOSED FIRE HYDRANT
- PROPOSED VALVE
- PROPOSED VALVE VAULT
- PROPOSED ELECTRICAL MANHOLE
- PROPOSED TELEPHONE MANHOLE
- PROPOSED WATER PROTECTION AREA
- A.2 — PROPOSED SANITARY STRUCTURE CALLOUT
- 1.0 — PROPOSED STORM STRUCTURE CALLOUT
- 1 / C700 — INDICATES DETAIL LOCATION (DETAIL NUMBER/DETAIL SHEET)

NOTES

A. SEE SHEET C-002 FOR GENERAL NOTES.

B. CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS CONSTRUCTION SET FOR OTHER PERTINENT INFORMATION. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET WITHIN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THE PROJECT.

C. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING UTILITY ENTRANCE LOCATIONS AND MEP PLANS FOR CONTINUATION INTO BUILDING.

D. CONTRACTOR TO PRACTICE CAUTION WHEN WORKING IN AREA OF EXISTING UTILITIES.

E. MINIMUM 18" VERTICAL CLEARANCE AT WATER UTILITY CROSSINGS.

F. HYDRANTS SHALL BE LOCATED NO MORE THAN 12 FT. FROM THE CURB OF THE ROADWAYS OR FROM EDGE OF PAVEMENT. CLEARANCES OF 3 FT SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF HYDRANTS. A CLEAR SPACE OF NOT LESS THAN 5 FT SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 2.5 INCHES. THE CENTER OF HOSE OUTLET SHALL BE NOT LESS THAN 18 INCHES ABOVE FINAL GRADE.

KEYNOTES (X)

1. CONNECT TO EXISTING UTILITY PER AGENCY REQUIREMENTS.
2. PROPOSED TRANSFORMER ON CONCRETE PAD. TRANSFORMER TO BE PROVIDED BY ELECTRIC COMPANY. CONCRETE PAD TO BE INSTALLED BY CONTRACTOR PER ELECTRIC COMPANY REQUIREMENTS.
3. PRIMARY UNDERGROUND ELECTRIC.
4. GAS SERVICE TO BE INSTALLED BY GAS COMPANY.
5. GAS METER TO BE INSTALLED BY GAS COMPANY.
6. UNDERGROUND TELEPHONE.
7. 3" WATER SERVICE LINE.
8. SANITARY LATERAL CONNECTION.
9. SECONDARY UNDERGROUND ELECTRIC.
10. CONTRACTOR TO VERIFY LOCATION, SIZE, AND ELEVATION OF UTILITY AT PROPOSED CONNECTION POINT.
11. DUAL SERVICE WATER METER PAD.
12. CONTRACTOR SHALL FIELD VERIFY THAT CONDITION OF STRUCTURE IS SUITABLE FOR MODIFICATION. IF NOT, THEN IT SHOULD BE REPLACED.
13. 6" FIRE PROTECTION SERVICE.

Sunshine811

0 30 60 90
GRAPHIC SCALE IN FEET

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
UTILITY PLAN

SHEET NO:
C-401

Layout Tab Name: C-401 UTILITY PLAN
Last Saved By:Nix, 9/5/2024 12:49:49 PM
W:\Srvin\BL_Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cat\10016919-C401-UTIL.dwg Plotted ByWachowski, Grace Plotted:September 5, 2024, 9:20:31 AM

STORM STRUCTURE TABLE

STRUCTURE ID	DESCRIPTION	RIM/GRATE	INVERT
0.0	ECCENTRIC STORM MH 48" DIA	16.91	15" = 12.26 (E) 12" = 11.96 (NW) 12" = 11.96 (SW)
0.1	OUTLET CONTROL STRUCTURE	16.82	15" = 12.43 (E) 15" = 12.43 (W)
0.2	15" FLARED END SECTION		15" = 12.65 (W)
1.0	24" FLARED END SECTION		24" = 10.05 (SE)
1.1	STORM MH 48" DIA	16.67	18" = 10.62 (S) 24" = 10.12 (NW)
1.2	STORM MH 48" DIA	16.65	18" = 10.77 (SW) 18" = 10.77 (N) 8" = 13.32 (E)
1.3	CURB INLET 48" DIA	16.07	18" = 10.81 (SE) 18" = 10.81 (NE)
1.4	CATCH BASIN 48" DIA	15.98	15" = 11.22 (E) 18" = 10.97 (NW)
1.5	CATCH BASIN 48" DIA	15.98	15" = 11.48 (W)
2.0	15" FLARED END SECTION		15" = 12.65 (SE)
2.1	STORM MH 48" DIA	17.03	15" = 13.11 (SE) 15" = 13.11 (NW) 8" = 13.25 (SW)
2.2	CURB INLET 48" DIA	16.45	8" = 13.32 (SW) 15" = 13.32 (NW)
4.0	15" FLARED END SECTION		15" = 14.85 (N)
4.1	15" FLARED END SECTION		15" = 15.25 (S)
R1.0	CLEAN OUT	17.63	8" = 13.64 (E) 8" = 13.64 (W)
R1.1	CLEAN OUT	17.80	8" = 14.17 (E) 8" = 14.17 (W)
R1.2	CLEAN OUT	17.82	8" = 14.57 (W)
R2.0	CLEAN OUT	17.77	8" = 13.41 (W) 8" = 13.41 (NE)
R2.1	CLEAN OUT	17.78	8" = 14.07 (W) 8" = 14.07 (E)
R2.2	CLEAN OUT	17.78	8" = 14.34 (W) 8" = 14.34 (E)

STORM STRUCTURE TABLE

STRUCTURE ID	DESCRIPTION	RIM/GRATE	INVERT
R2.3	CLEAN OUT	17.78	8" = 14.80 (W) 8" = 14.80 (E)
R2.4	CLEAN OUT	17.78	8" = 15.20 (W) 8" = 15.20 (E)
R2.5	CLEAN OUT	17.78	8" = 15.73 (E)
R2.6	CLEAN OUT	16.93	8" = 13.54 (SW) 8" = 13.54 (NE)
R2.7	CLEAN OUT	17.75	8" = 13.71 (W) 8" = 13.71 (NE)
R2.8	CLEAN OUT	17.80	8" = 13.88 (W) 8" = 13.88 (E)
R2.9	CLEAN OUT	17.81	8" = 14.41 (W) 8" = 14.41 (E)
R2.10	CLEAN OUT	17.81	8" = 14.66 (E)

SANITARY STRUCTURE TABLE

STRUCTURE ID	DESCRIPTION	RIM	INVERT
A1.0	SANITARY MH 48" DIA	16.93	6" = 12.29 (S) 6" = 12.04 (W)
A1.1	SANITARY MH 48" DIA	16.75	6" = 13.38 (E) 6" = 13.13 (N)
A1.2	CLEAN OUT	17.80	4" = 13.90 (E) 6" = 13.90 (W)
A1.3	CLEAN OUT	17.76	4" = 16.39 (W)

N

0 30 60 90
GRAPHIC SCALE IN FEET

Sunshine811

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

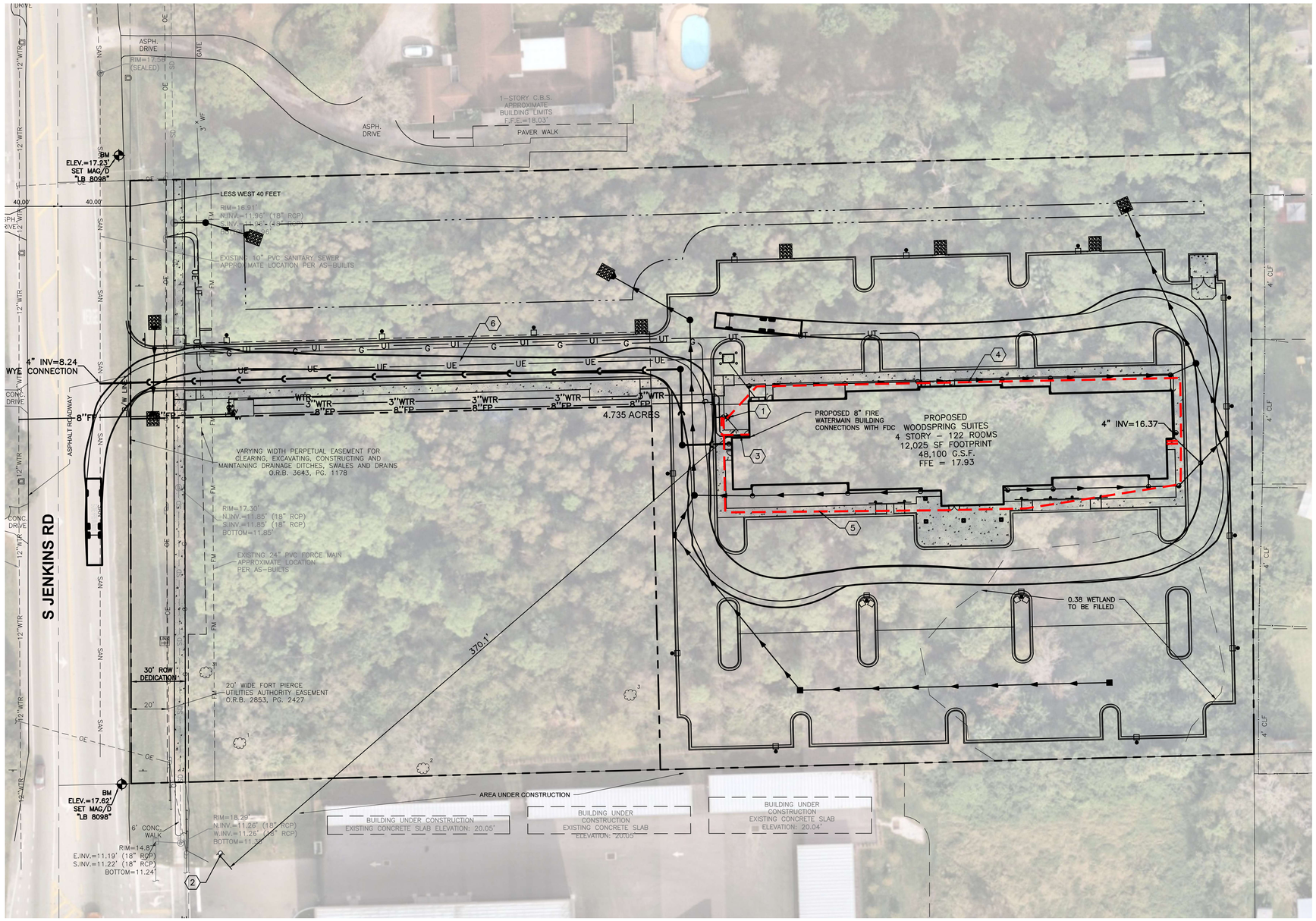
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO: 10016919
DATE ISSUED: 09/06/24
DESIGNED BY: XXX
DRAWN BY: XXX
CHECKED BY: XXX

SHEET NAME:
STRUCTURE TABLES

SHEET NO:
C-402

Layout Tab Name: C-402 STRUCTURE TABLES
Last Saved By:Nix, 9/5/2024 12:49:49 PM
W:\Svm\EL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C401-UTIL.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:20:32 AM



LEGEND

- TOP OF POND
- SANITARY SEWER
- STORM SEWER
- WTR — WATER
- G — GAS
- UE — UNDERGROUND ELECTRIC
- UT — UNDERGROUND TELEPHONE
- PROPOSED BOUNDARY
- CONSTRUCTION LIMITS
- PROPOSED FIRE HYDRANT

N

NOTES

1. SEE GENERAL NOTES FOR CIVIL LEGEND, ABBREVIATIONS, AND GENERAL NOTES.
2. CONTRACTOR IS RESPONSIBLE FOR ALL WORK SHOWN, UNLESS SPECIFICALLY INDICATED OTHERWISE.
3. CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING TO DETERMINE THE EXTENT OF THE PROJECT.
4. CONTRACTOR SHALL CONTACT UTILITY LOCATION SERVICE PRIOR TO ANY WORK. CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATING AND PROTECTING ALL UTILITIES. CONTACT THE ENGINEER IN THE EVENT THAT UTILITIES CONFLICT WITH NEW FACILITIES.
5. ALL PROJECT STAKEOUT SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR TO BE PAID FOR BY THE CONTRACTOR. FOR STAKEOUT, DO NOT RELY SOLEY ON THE PHYSICAL SCALE AS SHOWN IN DRAWINGS. REFER TO THE GIVEN DIMENSIONS, SYMBOL LEGEND, KEYNOTES, AND REFENCED DETAILS FOR CORRECT STAKEOUT.

KEYNOTES (X)

1. PROPOSED FIRE HYDRANT. SEE UTILITY PLAN AND DETAILS. CU101 & C-508-C-509
2. EXISTING FIRE HYDRANT.
3. 25' OF FIRE HOSE
4. 300' OF FIRE HOSE
5. 336' OF FIRE HOSE
6. FIRE TRUCK TURNING MOVEMENT

PER 3-600-01 FIRE PROTECTION ENGINEERING FOR FACILTIES,

9-3.5.8.2 ALL PARTS OF THE FACILITY EXTERIOR MUST BE WITHIN 350 FT (106M) OF A HYDRANT WITH CONSIDERATION GIVEN TO ACCESSIBILITY AND OBSTRUCTIONS.

9-3.5.8.4A AT LEAST ONE HYDRANT MUST BE LOCATED WITHIN 150 FT OF THE FIRE DEPARMENT CONNECTION.

9-3.5.8.4E HYDRANT SPACING MUST NOT EXCEED 1,000 FEET (305M) IN AREAS WHERE ALL FAMILY HOUSING IS PROVIDED WITH SPRINKLER PROTECTION.

Sunshine811

0 30 60 90
GRAPHIC SCALE IN FEET

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

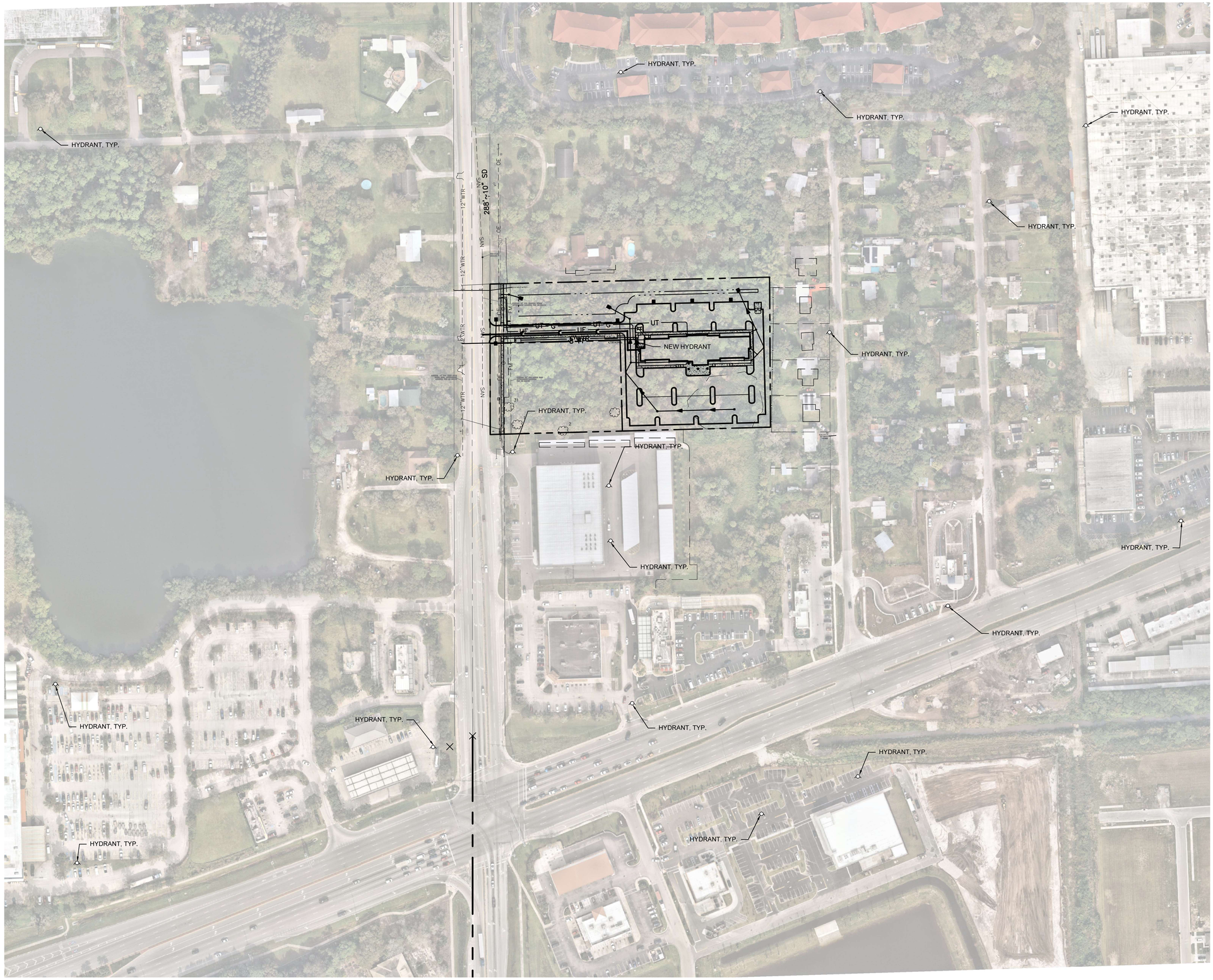
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	XXX
DRAWN BY:	XXX
CHECKED BY:	XXX

SHEET NAME:
HOSE LAY PLAN

SHEET NO:
C-403

Layout Tab Name: C-403 HOSE LAY PLAN
Last Saved By:Nik, 9/3/2024 3:50:06 PM
W:\Srvn\BL\Doyton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cad\10016919-C403-FIRE.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:21:03 AM



LEGEND

- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT

NOTES

A. SEE SHEET C-002 FOR GENERAL NOTES.

B. CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS CONSTRUCTION SET FOR OTHER PERTINENT INFORMATION. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET WITHIN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THE PROJECT.

C. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING UTILITY ENTRANCE LOCATIONS AND MEP PLANS FOR CONTINUATION INTO BUILDING.

D. CONTRACTOR TO PRACTICE CAUTION WHEN WORKING IN AREA OF EXISTING UTILITIES.

E. MINIMUM 18" VERTICAL CLEARANCE AT WATER UTILITY CROSSINGS.

Sunshine811

0 100 200 300
GRAPHIC SCALE IN FEET

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

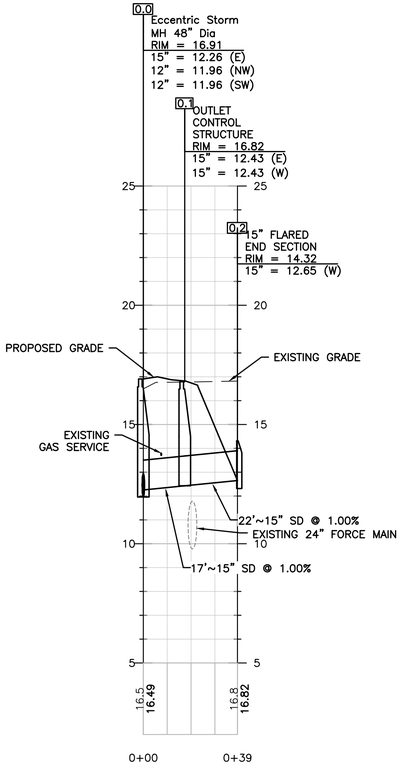
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	XXX
DRAWN BY:	XXX
CHECKED BY:	XXX

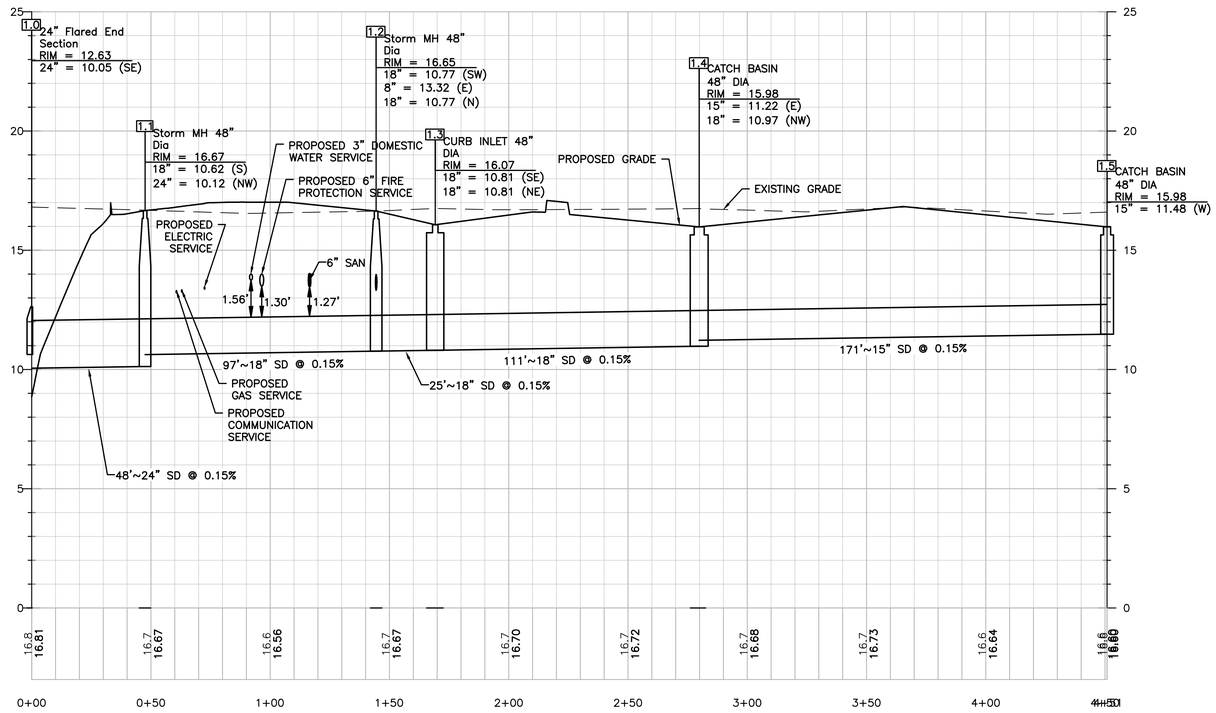
SHEET NAME:
FIRE HYDRANT EXHIBIT

SHEET NO:
C-404

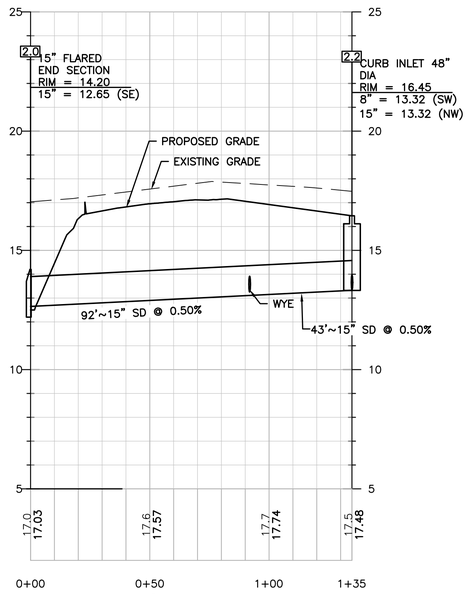
Layout Tab Name: C-404 FIRE HYDRANT EXHIBIT
Last Saved By:Nk, 9/5/2024 3:50:06 PM
W:\Sivil\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C403-FIRE.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:21:07 AM



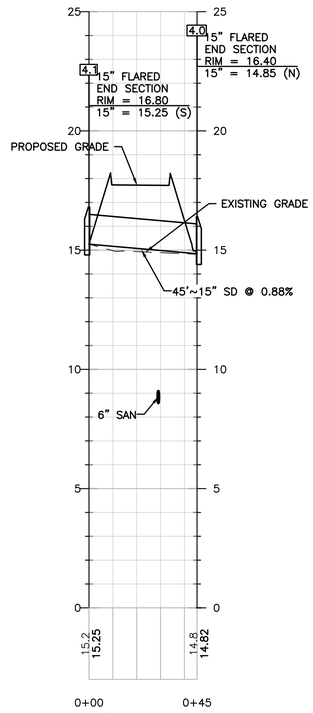
P-STM-0.0-0.2



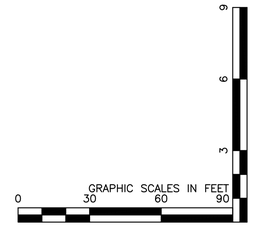
P-STM-1.0-1.4



P-STM-2.0-2.1



P-STM 4.1-4.0



WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP

WOODSPRING SUITES - FT. PIERCE

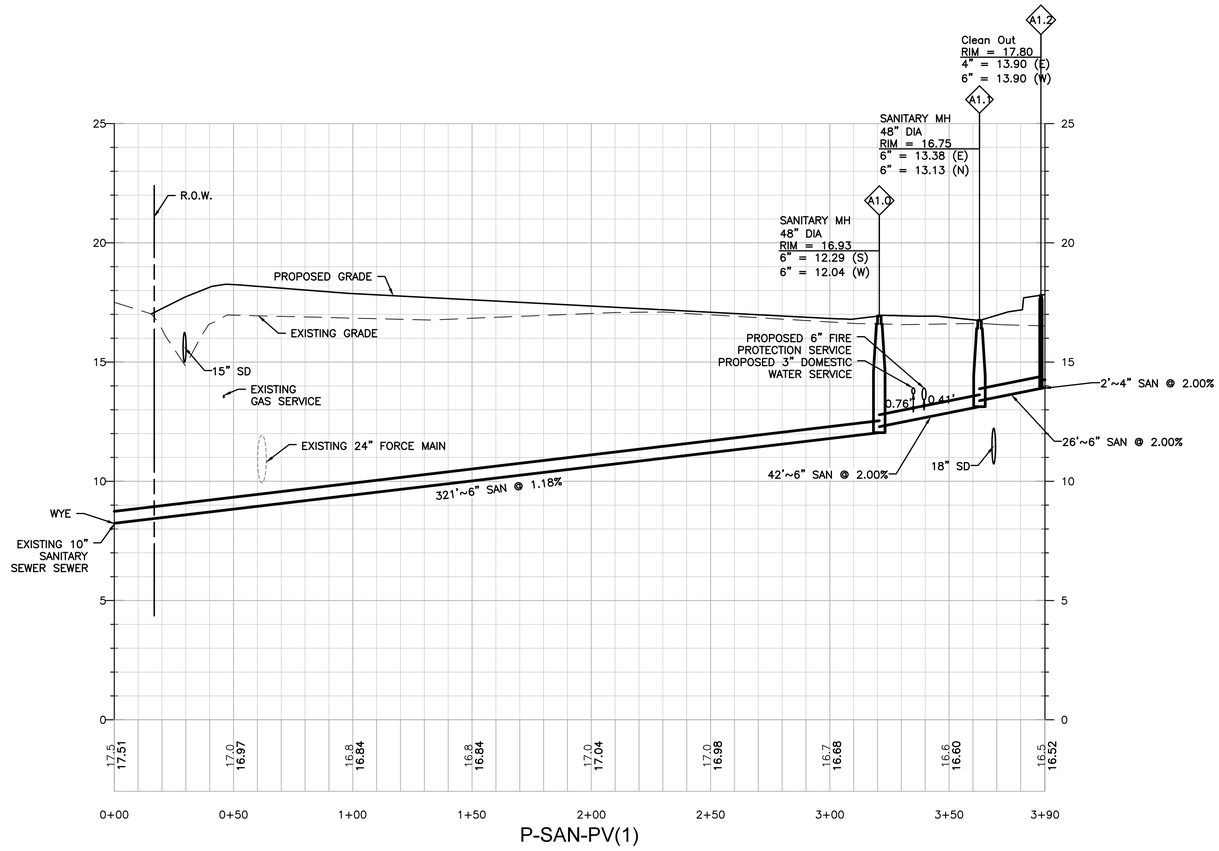
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

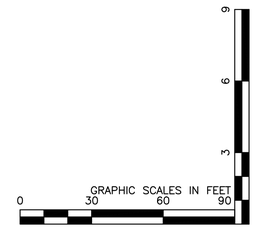
SHEET NAME:
STORM PROFILES

SHEET NO:
C-501

Layout Tab Name: Layout1
Last Saved By:Hadley, 11/17/2023 12:24:31 PM
W:\Svm\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C501.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:21:33 AM



P-SAN-PV(1)



WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

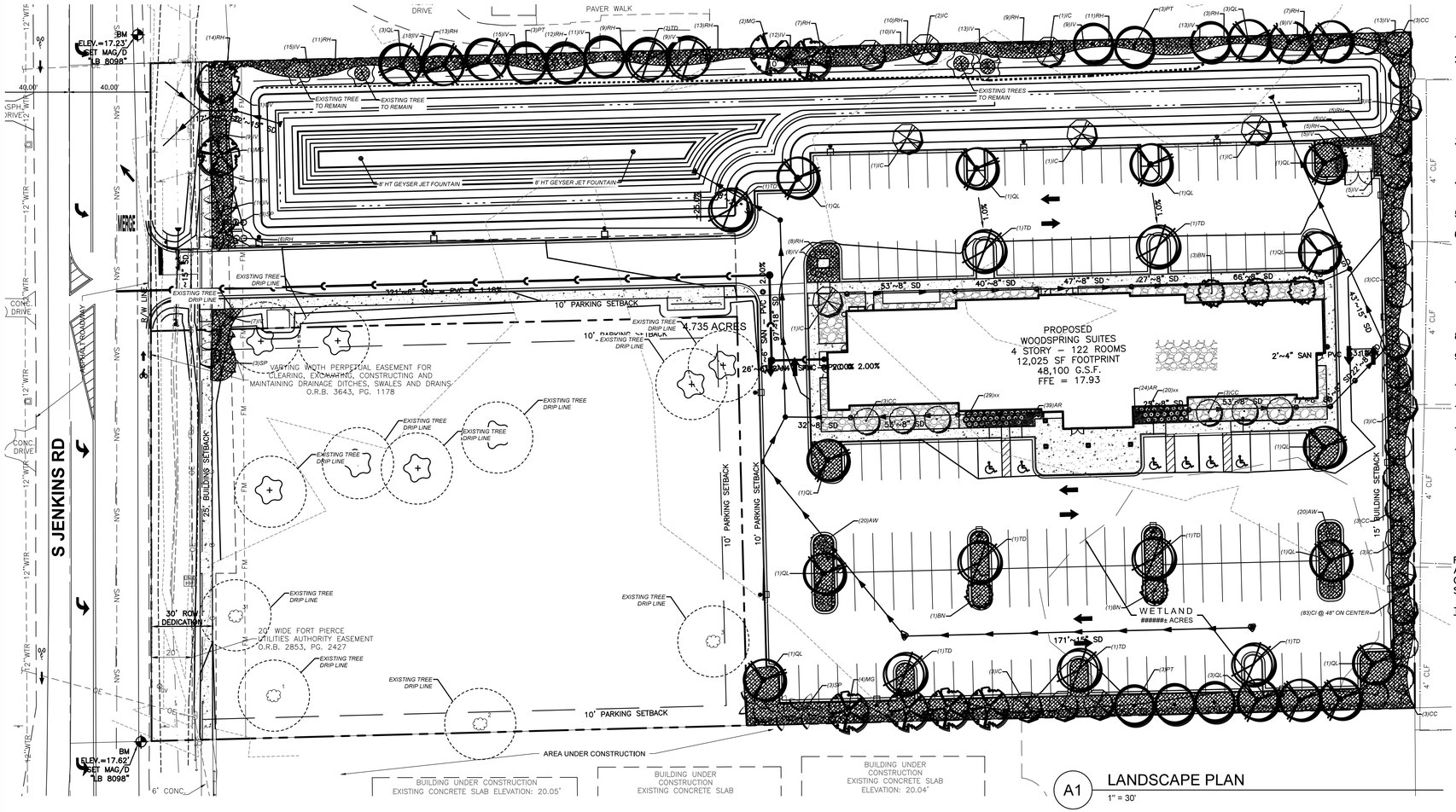
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
SANITARY PROFILES

SHEET NO:
C-502

Layout Tab Name: C-502 SANITARY PROFILES
Last Saved By:Hadley, 11/17/2023 12:26:20 PM
W:\Srvin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C5

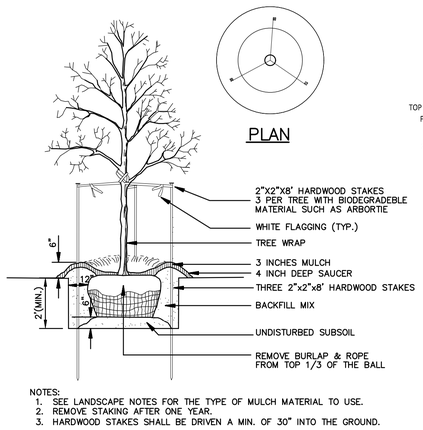


A1 LANDSCAPE PLAN
1" = 30'

TAG	QTY	SCIENTIFIC NAME	COMMON NAME	COND.	SIZE	REMARKS
SHADE TREES						
MG	8	Magnolia grandiflora 'Bracken Brown Beauty'	Southern Magnolia	B&B	2.5" DBH, 12'ht, 5'wd.	Full, well shaped
PT	10	Pinus taeda	Loblolly Pine	B&B	6-8' Ht.	Full, well shaped
QL	20	Quercus laurifolia	Laurel Oak	B&B	2.5" DBH, 12'ht, 5'wd.	Full, well shaped
QV	1	Quercus virginiana	Live Oak	B&B	2.5" DBH, 12'ht, 5'wd.	Full, well shaped
TD	10	Taxodium distichum	Bald Cypress	B&B	2.5" DBH, 12'ht, 5'wd.	Full, well shaped
ORNAMENTAL / PALM TREES						
CC	18	Cercis canadensis	Eastern Redbud	B&B	2" DBH, 8'ht, 4'wd.	Full, well shaped, single-stem
BN	5	Betula nigra	River Birch	B&B	2" DBH, 8'ht, 4'wd.	Full, well shaped, single-stem
IC	19	Ilex cassine	Dahoon Holly	#30 gal..	2" DBH, 8'ht, 4'wd.	Full, well shaped, single-stem
SP	9	Sabal Palmetto	Cabbage Palm	#30 gal..	10' clear trunk ht, 4'wd.	Full, well shaped, single-stem
SHRUBS						
CI	79	Chrysobalanus Icaco 'Red Tip'	Cocoplum	#15 gal..	3'ht, x 24"wd.	Full, vigorous, 6' ht, minimum at maturity to screen residential
AW	40	Acalypha wilkesiana	Copperleaf	#15 gal..	3-4'ht, x 36"wd.	Full, vigorous, 3-4' ht.
IV	260	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	#5 cont.	24"ht. x 24"wd.	Full, vigorous
RH	196	Rhaphiolepis indica	Indian Hawthorn	#5 cont.	24"ht. x 24"wd.	Full, vigorous
GROUNDCOVERS						
AR	63	Ajuga reptans	Carpet bugleweed	pints	6"ht. x 12"wd.	Plant spacings for full coverage within 3 months
MC	49	Muhlenbergia capillaris	Gulf Muhly	1 gal.	24"ht x 24"wd.	Plant spacings for full coverage within 3 months
SOD						
	37,000 SF	Zoysia	Zoysia			
EXISTING TREES TO REMAIN						
#	Cal. in inches					
1	23	Quercus laurifolia	Laurel Oak			
2	17	Quercus laurifolia	Laurel Oak			
31	20	Quercus laurifolia	Laurel Oak			
3	N/A	Palmetto	Palm			
77	17.6	Quercus laurifolia	Laurel Oak			
75	18.3	Pine (not specific as per arborist survey)				
42	21.5	Quercus laurifolia	Laurel Oak			

* QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. SYMBOLS ON PLANS ARE TO BE INDIVIDUALLY COUNTED.

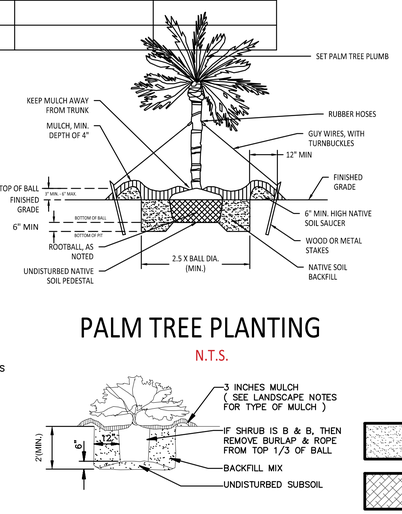
A2 PLANTING SCHEDULE
NTS



NOTES:
1. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.
2. REMOVE STAKING AFTER ONE YEAR.
3. HARDWOOD STAKES SHALL BE DRIVEN A MIN. OF 30" INTO THE GROUND.

TREE PLANTING
N.T.S.

A3 PLANTING DETAILS
NTS



PALM TREE PLANTING
N.T.S.

SHRUB PLANTING
N.T.S.

A4 LANDSCAPING LEGEND
NTS

SOD

SHREDDED HARDWOOD MULCH TO 3" DEPTH.

RIVER ROCK MULCH, MINIMUM SIZE 1" DIAMETER.

GENERAL LANDSCAPE NOTES

1. LOCATING AND PROTECTING ALL UNDERGROUND UTILITIES, PRIOR TO DIGGING, IS RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
2. PRIOR TO INSTALLATION, THE LANDSCAPE CONTRACTOR SHALL INSPECT THE SUB GRADE, GENERAL SITE CONDITIONS, VERIFY ELEVATIONS, UTILITY LOCATIONS, IRRIGATION, APPROVE TOPSOIL PROVIDED BY GENERAL CONTRACTOR AND OBSERVE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. NOTIFY GENERAL CONTRACTOR OF ANY UNSATISFACTORY CONDITIONS. WORK SHALL NOT PROCEED UNTIL SUCH CONDITIONS HAVE BEEN CORRECTED AND ARE ACCEPTABLE TO THE LANDSCAPE CONTRACTOR AND/OR CONSTRUCTION MANAGER.
3. GENERAL AND LANDSCAPE CONTRACTOR ARE RESPONSIBLE FOR PROTECTING EXISTING TREES FROM DAMAGE DURING CONSTRUCTION. GENERAL CONTRACTOR TO INSTALL TREE PROTECTION FENCING PRIOR TO ANY SITE WORK.
4. EXISTING GRASS IN PROPOSED PLANTING AREAS TO BE REMOVED AND AREA TO BE HAND RAKED TO REMOVE ALL ROCKS AND DEBRIS LARGER THAN 1 INCH IN DIAMETER PRIOR TO PLANTING SHRUBS.
5. ALL CHANGES TO DESIGN AND/OR PLANT SUBSTITUTIONS TO BE AUTHORIZED BY LANDSCAPE ARCHITECT.
6. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANTS INSTALLED FOR ONE FULL YEAR FROM DATE OF ACCEPTANCE BY THE OWNER. ALL PLANTS SHALL BE ALIVE AND AT A VIGOROUS RATE OF GROWTH AT THE END OF THE GUARANTEE PERIOD. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ACTS OF GOD OR VANDALISM.
7. ANY PLANT THAT IS DETERMINED DEAD, IN AN UNHEALTHY OR UNSIGHTLY CONDITION, LOST ITS SHAPE DUE TO DEAD BRANCHES OR OTHER SYMPTOMS OF POOR, NON-VIGOROUS GROWTH SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR WITH THE COST OF THE REPLACEMENT INCLUDED IN THE BID OR PROPOSAL PRICE.
8. WATER THOROUGHLY TWICE IN THE FIRST 24 HOURS AND APPLY MULCH IMMEDIATELY.
9. SITE TO BE 100% IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION DESIGN TO BE DESIGN-BUILD AND PROVIDED BY CONTRACTOR.
10. REFER TO SHEET C-602 FOR CITY LANDSCAPE NOTES AND TREE MITIGATION NOTES.
11. HEDGES TO HAVE MINIMUM 4' WIDE HARDWOOD MULCH STRIP ALONG CENTER OF HEDGEROW NO LESS THAN 3" THICK.
12. ALL DISTURBED AREAS NOT INDICATED TO BE MULCHED ARE TO BE SODDED PER CITY REQUIREMENTS.
13. 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.

LANDSCAPE CODE SUMMARY

FORT PIERCE, FLORIDA – CODE OF ORDINANCES
ARTICLE II – LANDSCAPING
CHAPTER 123 – VEGETATION
SECTION 123-37 – GENERAL LANDSCAPING REQUIREMENTS

TREES

FRONTAGE SHALL HAVE A 10' WIDE PLANTING STRIP CONTAINING ONE TREE PER 300 SQUARE FEET OF REQUIRED PLANTING AREA.

PLANTING STRIP AREA = 3,023 SF
REQUIRED TREES = 10 TREES
PROVIDED TREES – 10 TREES

PROPERTY LINES SHALL HAVE A 10' WIDE PLANTING STRIP CONTAINING ONE TREE PER 200 SQUARE FEET OF REQUIRED PLANTING AREA.

PLANTING STRIP AREA = 12,196 SF
REQUIRED TREES = 61 TREES
PROVIDED TREES = 61 TREES

1 SQUARE FOOT OF LANDSCAPE INTERIOR IS REQUIRED FOR EVERY 15 SQUARE FEET OF INTERIOR VEHICLE USAGE AREA.

INTERIOR VEHICLE USAGE AREA = 56,067 SF
REQUIRED INTERIOR LANDSCAPE AREA = 3,738 SF
PROVIDED INTERIOR LANDSCAPE AREA = 8,604 SF

ONE TREE IS REQUIRED FOR EACH 100 SQUARE FEET OF REQUIRED INTERIOR LANDSCAPE AREA.

REQUIRED INTERIOR TREES = 38 TREES
PROVIDED INTERIOR TREES = 38 TREES

TOTAL REQUIRED TREES = 109 TREES
TOTAL PROVIDED TREES = 117 TREES (INCLUDING PALMS)
(3X PALMS ARE EQUIVALENT TO 1 TREE PER CODE)
ADJUSTED TOTAL PROVIDED TREES = 109 TREES (ACCOUNTING FOR PALM GROUPINGS)

HEDGES

DUMPSTER ENCLOSURE IS TO BE SCREENED WITH SHRUBS PLACED AT 2' ON CENTER SURROUNDING THE PERIMETER OF THE ENCLOSURE.

DETENTION AND PARKING AREAS FRONTING THE RIGHT OF WAY ARE TO HAVE A SOLID CONTINUOUS HEDGE OF AT LEAST 36" IN HEIGHT.

RESIDENTIAL PROPERTIES ADJACENT TO THE C-3 ZONING ARE TO BE SCREENED WITH A SOLID CONTINUOUS HEDGEROW NO LESS THAN 3' IN HEIGHT AFTER ONE YEAR AND MAINTAINED AT 6' IN HEIGHT AT MATURITY.

THE EAST PROPERTY LINE PROVIDES THIS REQUIREMENT.

PROPERTIES ADJACENT TO PARKING OR DETENTION FACILITIES ARE TO BE SCREENED WITH A SOLID CONTINUOUS HEDGE OF AT LEAST 36" IN HEIGHT.

GRASS

ALL GRASSED AREAS ARE TO BE SODDED PER CODE INCLUDING THE DETENTION BASIN.

MULCH

ALL MULCH IS TO BE HARDWOOD NO LESS THAN 3" THICK.

Sunshine 811

0 30 60 90
GRAPHIC SCALE IN FEET

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP WOODSPRING SUITES - FT. PIERCE

2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	XXX
DRAWN BY:	XXX
CHECKED BY:	XXX

SHEET NAME:
LANDSCAPE PLAN

SHEET NO:
C-601

Layout Tab Name: C-601 LANDSCAPE PLAN
Last Saved By:Nix, 9/4/2024 3:25:07 PM
W:\Srvr\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C601-LANDCAD.dwg Plotted:September 5, 2024, 9:22:31 AM

CITY LANDSCAPE NOTES

ALL LANDSCAPE PLANS SHALL MEET OR EXCEED THE FOLLOWING GENERAL LANDSCAPING REQUIREMENTS WHICH SHALL BE CONSIDERED COMPLIMENTARY TO THE LANDSCAPING PROVISIONS OF ANY OTHER CITY ORDINANCE. A CERTIFICATE OF OCCUPANCY SHALL NOT BE ISSUED ON ANY PERMIT FOR THE USE, CONSTRUCTION, REPAIR OR RENOVATION OF ANY STRUCTURE WITHIN THE CITY, WHETHER RESIDENTIAL, COMMERCIAL, INDUSTRIAL OR ACCESSORY, UNLESS APPLICATION FOR ANY SUCH PERMIT IS IS NOT AUTHORIZED TO EXEMPT THE PERMIT APPLICATION FROM ANY REQUIREMENT EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS ACCOMPANIED BY A DETAILED LANDSCAPE PLAN MEETING ALL REQUIREMENTS OF THIS ARTICLE. THE DEPARTMENT ARTICLE.

(1) REQUIREMENTS FOR PLANT MATERIALS. PLANT MATERIALS USED FOR CONFORMANCE WITH THIS ARTICLE SHALL MEET OR EXCEED THE STANDARDS FOR FLORIDA NO. 1 AS SET OUT IN THE MOST CURRENT EDITION OF GRADES AND STANDARDS FOR NURSERY PLANTS PART 1 AND PART 2, STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE. THE CLERK'S OFFICE SHALL MAINTAIN A STOCK OF THESE MANUALS TO BE GIVEN TO PERMIT APPLICANTS, PARTICULARLY THOUGH NOT EXCLUSIVELY TO HOMEOWNERS, FOR THE APPLICANT'S USE IN SUBMITTING THE REQUIRED LANDSCAPE PLAN. ALL TREES REQUIRED BY THIS ARTICLE (EXCLUDING PALMS THAT ARE EXEMPT FROM THE GRADES AND STANDARDS) SHALL HAVE A FLORIDA NO. 1 OR BETTER GRADES AND STANDARDS CERTIFICATION TAG ATTACHED AT TIME OF DELIVERY THROUGH FINAL INSPECTION. GRASS SOD SHALL BE CLEAN AND FREE OF WEEDS, PESTS AND DISEASES.

a. TREES.

1. TREES USED TO MEET THE REQUIREMENTS OF THIS SECTION SHALL BE SPECIES WHICH WHEN PLANTED HAVE A HEIGHT OF AT LEAST 12 FEET AND HAVE TRUNKS WHICH CAN BE MAINTAINED IN A CLEAN CONDITION FOR OVER FIVE FEET OF CLEAR WOOD. AT PLANTING, THE TREES SHALL HAVE A DIAMETER OF AT LEAST 2½ INCHES AT A POINT 4½ FEET ABOVE GROUND LEVEL AND A SPREAD OF AT LEAST FIVE FEET (EXCEPT FOR PALMS WHICH SHALL HAVE A MINIMUM CLEAR TRUNK OF TEN FEET).
2. TREES USED TO MEET THE REQUIREMENTS OF THIS SECTION SHALL ALSO BE SPECIES WHICH IN THE COUNTY NORMALLY GROW IN A MANNER SUCH THAT AT MATURITY THEY WILL HAVE A MINIMUM CROWN SPREAD OF 15 FEET AND A MINIMUM HEIGHT OF 15 FEET. TREES WHICH CAN MEET THE HEIGHT REQUIREMENT AT MATURITY BUT NOT THE CROWN REQUIREMENTS MAY BE GROUPED TO FORM A WIDER CROWN, BUT WILL BE COUNTED AS ONE TREE. THREE PALMS MAY BE SUBSTITUTED FOR ONE TREE PROVIDED THAT 50 PERCENT OF REQUIREMENT SHALL BE TREES.
3. FIFTY PERCENT OF THE REQUIRED TREES SHALL BE SPECIES OTHER THAN PALM TREES (PALMACEAE FAMILY) EXCEPT WHEN PLANTED IN ACCORDANCE WITH AN APPROVED PLAN PREPARED BY A STATE–REGISTERED LANDSCAPE ARCHITECT.
4. TREES OF SPECIES WHOSE ROOTS ARE KNOWN TO CAUSE DAMAGE TO PUBLIC ROADWAYS OR OTHER PUBLIC WORKS SHALL NOT BE PLANTED CLOSER THAN 12 FEET TO SUCH PUBLIC WORKS, UNLESS THE TREE ROOT SYSTEM IS COMPLETELY CONTAINED WITHIN A BARRIER FOR WHICH THE MINIMUM INTERIOR CONTAINING DIMENSIONS SHALL BE THREE FEET TIMES FIVE FEET AND FIVE FEET DEEP, AND FOR WHICH THE CONSTRUCTION REQUIREMENTS SHALL BE SIX–INCH THICK CONCRETE WITH FIBER MESH AND NO WIRE MESH OR BY A ROOT BARRIER PRODUCT APPROVED BY THE CITY ENGINEER.
5. NONE OF THE FOLLOWING TREES SHALL BE PLANTED IN THE CITY AND WHERE THEY PRESENTLY EXIST WHEN PERMIT APPLICATION IS MADE, THEIR REMOVAL SHALL BE A CONDITION OF ANY FINAL DEVELOPMENT ORDER: MELALEUCA, LEUCADENDRON (PUNK TREE), SCHINUS TEREBINTHIFOLIUS (BRAZILIAN PEPPER) AND CASUARINA SBP. (AUSTRALIAN PINE). NOR MAY ANY OF THE FOLLOWING TREES BE PLANTED FOR PURPOSES OF COMPLYING WITH REQUIREMENTS OF THIS ARTICLE: ANY SPECIES DESIGNATED AS CATEGORY I ON THE EXOTIC PLANT PEST COUNCIL'S CURRENT LIST OF FLORIDA'S MOST INVASIVE SPECIES, CUPANIOPSIS ANACARDIOIDES (CARROTWOOD), DALBERGIA SISSOO (ROSEWOOD), ALBIZZIA LEBBECK (WOMAN'S TONGUE), ARAUCARIA HETEROPHYLIA (NORFOLK ISLAND PINE), GREVILLEA ROBUSTA (SILK OAK), MELIA AZADARACHA (CHINABERRY), FICUS SPP. (NON–NATIVE FICUS), EUCALYPTUS SPP. (EUCALYPTUS).

b. SHRUBS AND HEDGES. SHRUBS USED TO MEET THE REQUIREMENTS OF THIS SECTION SHALL BE A MINIMUM OF 24 INCHES IN HEIGHT WHEN PLANTED. HEDGES, WHERE REQUIRED, SHALL BE PLANTED AND MAINTAINED SO AS TO FORM A 36–INCH OR HIGHER CONTINUOUS, UNBROKEN, SOLID, VISUAL SCREEN.

c. GROUND COVERS. GROUND COVERS USED IN LIEU OF GRASS, OR IN PART, TO MEET THE REQUIREMENTS OF THIS SECTION, SHALL BE PLANTED IN SUCH A MANNER AS TO PRESENT A FINISHED APPEARANCE AND REASONABLY COMPLETE COVERAGE WITHIN THREE MONTHS AFTER PLANTING.

d. GRASS. GRASS USED TO MEET THE REQUIREMENTS OF THIS SECTION SHALL BE PLANTED WITH SPECIES NORMALLY GROWN AS PERMANENT LAWNS IN THE COUNTY. GRASS AREAS WILL BE SODDED, EXCEPT THAT PLUGGING, SPRIGGING OR SEEDING OF GRASSY AREAS IS PERMISSIBLE WITH RESPECT TO SINGLE–FAMILY AND TWO–FAMILY RESIDENTIAL LOTS. AS TO ALL LOTS, SOLID SOD SHALL BE USED IN SWALES, DETENTION OR RETENTION AREAS AND OTHER AREAS SUBJECT TO EROSION.

e. EXISTING PLANT MATERIAL. WHEN PLANT MATERIAL EXISTS ON A SITE PRIOR TO THE DATE APPLICATION FOR A PERMIT IS MADE, CREDIT MAY BE ALLOWED FOR SUCH PLANT MATERIAL PROVIDED THAT IT IS PROTECTED DURING CONSTRUCTION AND INCORPORATED INTO THE REQUIRED LANDSCAPING IN A MANNER WHICH SATISFIES THE REQUIREMENTS OF THIS ARTICLE.

(1) LANDSCAPED AREAS. EACH SEPARATE LANDSCAPED AREA SHALL HAVE AT LEAST ONE TREE, ONE OR MORE SHRUBS AS APPROVED BY THE DEPARTMENT, OR ONE OR MORE HEDGES, AND GROUND COVER. SO AS TO SUPPORT LONG–TERM PLANT HEALTH, PLANTING SOIL FOR ALL LANDSCAPED AREAS SHALL CONSIST OF EXISTING SOIL MIXED WITH 50 PERCENT RECYCLED TOP SOIL. SUCH PLANTING SOIL SHALL BE FREE OF DEBRIS, ROOTS, CLAY, STONES, PLANTS OR OTHER FOREIGN MATERIALS. THE PLANTING SOIL MEETING REQUIREMENTS OF THIS SUBSECTION SHALL EXTEND TO AN APPROPRIATE DEPTH SO AS TO ELIMINATE ANY HINDRANCE TO PLANTING OPERATIONS OR DETRIMENT TO GOOD PLANT GROWTH. COMPLIANCE WITH THESE SOIL REQUIREMENTS SHALL BE VERIFIED AS PART OF THE FINAL INSPECTION.

(2) LANDSCAPING DESIGN STANDARDS. FOR COMMERCIAL, PROFESSIONAL, MULTIFAMILY, INDUSTRIAL AND INSTITUTIONAL STRUCTURES, THESE DESIGN STANDARDS ARE IN ADDITION TO, AND NOT IN PLACE OF, OTHER REQUIREMENTS IMPOSED BY THIS ARTICLE.

(3) LANDSCAPE STRIPS. BETWEEN STREET RIGHTS–OF–WAY AND VEHICULAR USE, BUILDING AND RETENTION/DETENTION AREAS, THERE SHALL BE A LANDSCAPED STRIP OF LAND, EXCEPT WHERE DRIVEWAYS ARE LOCATED, MEETING THESE REQUIREMENTS:

a. THE STRIP SHALL BE AT LEAST SIX FEET WIDE FOR LOTS UNDER 10,000 SQUARE FEET IN SIZE AND AT LEAST TEN FEET WIDE FOR LOTS 10,000 SQUARE FEET OR LARGER;

b. THE LANDSCAPE STRIP SHALL INCLUDE AN AVERAGE OF AT LEAST ONE TREE FOR EACH 300 SQUARE FEET OF REQUIRED LANDSCAPED AREA. THE REMAINDER OF THE REQUIRED LANDSCAPED AREA SHALL BE COMPLETELY COVERED WITH GRASS, GROUND COVER OR OTHER LANDSCAPED TREATMENT AND SHALL ADDITIONALLY CONTAIN A SCREEN OF LANDSCAPING WHICH SHALL BE INSTALLED AND MAINTAINED SO AS TO FORM A 36–INCH OR HIGHER CONTINUOUS, UNBROKEN, SOLID, VISUAL SCREEN WITHIN A MAXIMUM OF ONE YEAR AFTER THE LANDSCAPING TAKES PLACE, EXCEPT IN CLEAR VISION AREAS REQUIRED IN SECTION 125–308.

CITY LANDSCAPE NOTES

(1) OTHER PROPERTY. ALL PROPERTY, OTHER THAN THE REQUIRED LANDSCAPE STRIP, LOCATED BETWEEN STREET RIGHT–OF–WAY AND BUILDINGS, SHALL BE COMPLETELY COVERED WITH GRASS OR OTHER GROUND COVER EXCEPT TO THE EXTENT THERE ARE PERMITTED, IMPERVIOUS SURFACE STRUCTURE SUCH AS SIDEWALKS, PLAZAS AND DRIVEWAYS.

(2) VEHICULAR USE, BUILDING, RETENTION/DETENTION AREAS ADJACENT TO OTHER PROPERTY. LANDSCAPE STANDARDS FOR THESE AREAS ARE AS FOLLOWS:

a. WHERE A VEHICULAR USE AREA DOES NOT ABUT A STREET RIGHT–OF–WAY BUT ABUTS OTHER PROPERTY, THERE WILL BE A LANDSCAPED STRIP OF LAND WHICH IS AT LEAST TEN FEET WIDE. WHEN A PROPERTY LINE ABUTS A BUILDING, ANOTHER STRUCTURE, A JOINT DRIVEWAY OR JOINT PARKING AREA, SUCH LANDSCAPED STRIP SHALL NOT BE REQUIRED.

b. THE LANDSCAPING STRIP REQUIRED BY THE IMMEDIATELY FOREGOING SUBSECTION SHALL INCLUDE AN AVERAGE OF AT LEAST ONE TREE FOR EACH 200 SQUARE FEET OF THE REQUIRED LANDSCAPE AREA. THE REMAINDER OF THE REQUIRED LANDSCAPE AREA SHALL BE LANDSCAPED WITH GRASS, GROUND COVER OR OTHER LANDSCAPE TREATMENT. WHEN THE AREA TO BE SCREENED ABUTS RESIDENTIALLY ZONED PROPERTY, A SITE–OBSCURING FENCE OR PLANTED MATERIAL WHICH IS NOT LESS THAN SIX FEET IN HEIGHT SHALL BE INCLUDED. IF PLANTED MATERIAL IS USED, IT SHALL BE PLANTED AND MAINTAINED SO AS TO FORM A THREE–FOOT OR HIGHER CONTINUOUS, UNBROKEN, SOLID VISUAL SCREEN WITHIN A MAXIMUM OF ONE YEAR AFTER PLANTING. THE PLANTED MATERIAL SHALL BE A SPECIES WHICH IN THE COUNTY NORMALLY GROWS TO A HEIGHT OF SIX FEET OR MORE.

(1) INTERIOR VEHICULAR USE AREAS. THE FOLLOWING ARE STANDARDS RELATING TO LANDSCAPING OF INTERIOR VEHICULAR USE AREAS:

a. LOTS WITH VEHICULAR USE AREAS THAT ARE 4,000 OR MORE SQUARE FEET IN SIZE SHALL HAVE AT LEAST ONE SQUARE FOOT OF INTERIOR LANDSCAPING FOR EACH 15 SQUARE FEET OF VEHICULAR USE AREA, EXCEPT THAT AREAS IN AN I–1 OR I–2 ZONE SHALL ONLY BE REQUIRED TO HAVE AT LEAST ONE SQUARE FOOT OF INTERIOR LANDSCAPING FOR EACH 30 SQUARE FEET OF VEHICULAR USE AREA. EACH SEPARATE LANDSCAPED AREA SHALL BE CURBED AND CONTAIN A MINIMUM OF 100 SQUARE FEET OF AREA AND SHALL BE AT LEAST TEN FEET WIDE AND TEN FEET DEEP EXCLUSIVE OF CURBING IN ALL LOCATIONS. PROGRESSIVE URBAN PARKING AREA DESIGNS MAY BE USED TO PROVIDE ADEQUATE SPACE FOR MULTIPLE TREE PLANTINGS AND ALLOW FOR PROPER TREE ROOT DEVELOPMENT SO SHADE TREES CAN GROW AND DEVELOP LARGE CANOPIES TO REDUCE PARKING LOT HEAT ISLANDS.

b. INTERIOR LANDSCAPING SHALL INCLUDE AN AVERAGE OF AT LEAST ONE TREE FOR EACH 100 SQUARE FEET OF REQUIRED LANDSCAPED AREA. THE REMAINDER OF THE REQUIRED LANDSCAPED AREA SHALL BE LANDSCAPED WITH GRASS, GROUND COVER OR OTHER LANDSCAPED TREATMENT. SUCH LANDSCAPED AREAS SHALL BE LOCATED IN SUCH A MANNER AS TO DIVIDE AND BREAK UP THE EXPANSE OF PAVING AND AT STRATEGIC POINTS TO GUIDE TRAFFIC FLOW AND DIRECTION.

c. WHEN TREES EXIST ON A SITE PRIOR TO SITE DEVELOPMENT, THE AMOUNT OF THE REQUIRED INTERIOR LANDSCAPED AREA MAY BE REDUCED BY THE FOLLOWING AMOUNT FOR PRESERVING EXISTING TREES, PROVIDED THAT THE TOTAL AMOUNT OF THE INTERIOR LANDSCAPED AREA IS NOT REDUCED BY MORE THAN 50 PERCENT.

DIAMETER OF TREE	REDUCTION IN INTERIOR
4.5 FEET ABOVE GROUND LEVEL	LANDSCAPED AREAS
OVER 12 INCHES	500 SQUARE FEET
6 INCHES TO 12 INCHES	400 SQUARE FEET
UNDER 6 INCHES BUT OVER 3 INCHES	100 SQUARE FEET

THESE REDUCTIONS IN THE INTERIOR LANDSCAPED AREAS SHALL ONLY APPLY WHERE THE PRESERVED TREE IS IN A PLANTING AREA WHICH HAS DIMENSIONS NOT LESS THAN THE RADIUS OF THE CROWN SPREAD MEASURED FROM THE TRUNK CENTER AND WHERE NO GRADE CHANGES WITHIN THE LANDSCAPED AREA MAY BE ANTICIPATED.

(1) LANDS ADJACENT TO STREET RIGHT–OF–WAY. LANDS IMMEDIATELY ADJACENT TO STREET RIGHT–OF–WAY SHALL MEET THE FOLLOWING REQUIREMENTS:

a. TREES WILL BE PLANTED ALONG THE PUBLIC RIGHT–OF–WAY IN A MANNER DIRECTED BY THE DEPARTMENT SO AS TO ENSURE SHADING FOR SIDEWALKS AND TO CONTRIBUTE TO THE STREETSCAPE DESIGN OF THE ROADWAY;

b. PALMS, TREES AND SHRUBS MAY BE REQUIRED FOR DRIVEWAY ENTRANCES OR OTHER KEY POINTS OF INTEREST AS DETERMINED BY THE DEPARTMENT TO THE EXTENT THAT SUCH PLANTINGS DO NOT EXCEED REQUIREMENTS SET FOR CLEAR VISION AREAS AS SPECIFIED BY SECTION 125–308.

(1) OTHER AREAS. WHEN AN AREA OTHER THAN A VEHICULAR USE AND RETENTION/DETENTION AREA OF A DEVELOPED LOT IN A C–1, C–2, C–3, C–4, C–5, I–1, OR I–2 ZONE ABUTS A LOT IN AN E–1, R–1, R–2, R–3, R–4, R–5, OS–1, OR OS–2, SUCH AREA IN A COMMERCIAL OR INDUSTRIAL ZONE SHALL HAVE A SITE OBSCURING FENCE OR PLANTED MATERIAL SO AS TO PROVIDE A VISUAL AND NOISE BUFFER BETWEEN SUCH AREAS AND THE LOT IN THE RESIDENTIAL OR OPEN SPACE ZONE. SUCH FENCE WILL BE CONSTRUCTED FROM WOOD, STONE, BRICK OR OTHER SUITABLE MATERIAL AND BE A MINIMUM OF SIX FEET HIGH. IF PLANTED MATERIAL IS USED, IT SHALL BE PLANTED AND MAINTAINED SO AS TO FORM A 36–INCH OR HIGHER CONTINUOUS, UNBROKEN SOLID SCREEN. THERE SHALL BE AT LEAST ONE SHRUB, BUSH OR VINE PLANTED ALONG THE FENCE FOR EACH TEN FEET OF FENCE FOR THE PURPOSE OF BEAUTIFYING THE FENCE. SLATS SHALL NOT BE PUT INTO CHAIN–LINK FENCE TO OBSCURE THE VIEW. THE PLANTED MATERIAL SHALL BE A SPECIES WHICH IN THE COUNTY NORMALLY GROWS TO A HEIGHT OF SIX FEET OR MORE.

(2) SCREENING OF REFUSE COLLECTION AREAS. REFUSE AND RECYCLING DUMPSTERS UTILIZED BY MULTIFAMILY RESIDENTIAL COMPLEXES, IN COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL FACILITIES SHALL BE SCREENED FROM VIEW ON ALL SIDES AND SHALL BE GATED. GATES MAY BE LEFT OPEN ONLY ON SCHEDULED PICK UP DAYS AND MUST BE CLOSED FOLLOWING PICK UP. SUCH SCREENING SHALL CONSIST OF A SIX–FOOT–HIGH MASONRY WALL OR WOODEN FENCE. IN ADDITION, WHEN FEASIBLE, ONE SHRUB OR HEDGE SHALL BE PLANTED AT TWO–FOOT CENTERS ALONG THE OUTSIDE PERIMETER OF THE SCREEN. DUMPSTERS SHALL BE LOCATED IN AN AREA THAT MINIMIZES PUBLIC VIEW. THIS SUBSECTION SHALL APPLY TO DUMPSTERS SERVICING STRUCTURES BUILT ON OR AFTER JUNE 1, 1996.

(3) INSTALLATION OF LANDSCAPING. ALL LANDSCAPING REQUIRED BY THIS ARTICLE SHALL BE INSTALLED IN COMPLIANCE WITH THESE REQUIREMENTS:

a. LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN, INCLUDING ALL SPECIFIED CONDITIONS TO A PARTICULAR LANDSCAPE APPROVAL, AND INSPECTED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. SUCH INSPECTION SHALL INCLUDE VERIFICATION THAT PLANTING SOIL MEETS SPECIFIED COMPOSITION AND DEPTH REQUIREMENTS. IN THE EVENT THERE ARE ANY CHANGES TO THE APPROVED LANDSCAPE PLAN, SUCH CHANGES MUST BE REVIEWED AND APPROVED BY THE DEPARTMENT AND NOTED ON THE PLAN PRIOR TO NOTIFICATION FOR THE FINAL INSPECTION FOR A CERTIFICATE OF OCCUPANCY.

b. LANDSCAPED AREAS SHALL BE COVERED IN THEIR ENTIRETY WITH SHRUBS,

CITY LANDSCAPE NOTES

GROUND COVER, TURF, OR THREE INCHES OF BULK ORGANIC MULCH OR OTHER SUITABLE MATERIAL WHICH PERMITS PERCOLATION AND IS APPROVED BY THE DEPARTMENT. WHERE MULCH IS USED, IT MUST BE PROTECTED FROM WASHING OUT OF THE PLANTING BED. INORGANIC MULCH, SUCH AS GRAVEL OR ROCK, SHOULD ONLY BE USED WHERE WASHOUTS OCCUR. THE FINAL INSPECTION PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY, SHALL INCLUDE VERIFICATION THAT ANY MULCH IS INSTALLED AT THE REQUISITE DEPTH.

c. TREES WHICH ARE BALLED AND BURLAPED MUST HAVE THE BURLAP REMOVED OR FOLDED DOWN AT THE TIME OF THE PLANTING. ALL TWINE OR ROPE MUST BE REMOVED. IF WIRE BASKETS ARE USED, THE UPPER ROWS MUST BE CUT BEFORE PLANTING. REMOVE ALL SOIL FROM ABOVE THE ROOT FLARE AND PLANT THE TREE SO THE TOP OF THE ROOT BALL IS TEN PERCENT ABOVE THE LANDSCAPE SOIL. DO NOT PLACE ANY SOIL OR MULCH OVER THE ROOT BALL. IF STAKES OR GUIDE WIRES ARE USED TO SUPPORT A TREE, THE WIRE MUST BE COVERED WITH PROTECTIVE MATERIAL WHERE IT IS IN CONTACT WITH THE TREE AND THE STAKES OR GUIDE WIRES MUST BE REMOVED AFTER ONE YEAR.

d. ALL LANDSCAPING REQUIRED BY THE CITY MUST BE PROTECTED FROM VEHICULAR AND PEDESTRIAN TRAFFIC BY THE INSTALLATION OF CURBING, WHEEL STOPS OR OTHER PROTECTIVE DEVICES ALONG THE PERIMETER OF ANY LANDSCAPING WHICH ADJOINS VEHICULAR USE AREAS OR SIDEWALKS. THESE PROTECTED DEVICES SHALL HAVE A MINIMUM HEIGHT OF SIX INCHES ABOVE GRADE.

e. NO PARKING, DISPLAY OF VEHICLES OR OUTSIDE STORAGE OR DISPLAY OF MERCHANDISE IS PERMITTED IN OR OVER ANY REQUIRED LANDSCAPE AREA, NOR ARE VEHICLES PERMITTED TO OVERHANG ANY REQUIRED LANDSCAPED AREA.

f. SOIL, EXCEPT FOR PLANTING SOIL, IN WHICH REQUIRED LANDSCAPE IS TO BE INSTALLED MUST BE GENERALLY INDIGENOUS TO THE LOCALE. SOIL MUST BE LOOSE, FRIABLE, AND FREE OF LIMESTONE AND OTHER CONSTRUCTION MATERIALS, ROAD BASE MATERIAL, ROCKS, WEEDS, GRASSES, HARD PAN, CLAY OR OTHER DEBRIS. PH SHALL BE ADJUSTED WHERE NECESSARY TO BE COMPATIBLE WITH THE PLANT SPECIES BEING INSTALLED. SOIL SHALL BE SLIGHTLY SWALED TO RETAIN SURFACE STORMWATER. BACKFILL SOIL MATERIAL SHALL BE THOROUGHLY WATERED IN AND AROUND PLANT ROOT BALLS TO PREVENT ANY AIR POCKETS. THE USE OF AMENDED AND ENRICHED SOILS MAY BE REQUIRED BY THE DEPARTMENT WHERE NECESSARY TO INCREASE THE WATER RETENTION CAPABILITIES OF SOIL IN ORDER TO REDUCE THE AMOUNT OF WATERING NEEDED TO MEET THE LANDSCAPING WATER REQUIREMENT. FINAL INSPECTION OF REQUIRED LANDSCAPE PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY SHALL INCLUDE PH TESTING TO VERIFY COMPATIBILITY WITH PERMITTED PLANTINGS.

g. TO MINIMIZE TRAFFIC HAZARDS AT STREET OR DRIVEWAY INTERSECTIONS, ALL LANDSCAPING INSTALLATIONS MUST PROVIDE UNOBSTRUCTED VIEWS AS REQUIRED IN SECTION 125–308.

h. ANY IRRIGATION SYSTEM PLACED ON CITY RIGHT–OF–WAY WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER WHO SHALL RELOCATE, REPLACE OR REPAIR THE SYSTEM AS APPROPRIATE IN THE EVENT IT IS DAMAGED DUE TO PERMITTED CONSTRUCTION IN THE RIGHT–OF–WAY.

i. PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY, FINAL LANDSCAPE INSTALLATION SHALL BE CERTIFIED AS COMPLETE AND IN CONFORMANCE TO THE APPROVED LANDSCAPE PLAN BY SUBMISSION OF A CERTIFICATION LETTER BY A LANDSCAPE ARCHITECT.

(1) MAINTENANCE OF LANDSCAPING. PROPERTY OWNERS SHALL MAINTAIN ALL REQUIRED LANDSCAPING SO THAT IT CONTINUES TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE FREE OF REFUSE AND DEBRIS, IN CONFORMITY WITH THE FOLLOWING REQUIREMENTS:

a. VEGETATION REQUIRED BY THIS ARTICLE SHALL BE REPLACED WITH EQUIVALENT VEGETATION IF IT IS NOT LIVING. ALL TREES FOR WHICH CREDIT IS AWARDED AND WHICH SUBSEQUENTLY DIE SHALL BE REPLACED BY THE SAME NUMBER OF LIVING TREES ACCORDING TO THE STANDARDS ESTABLISHED IN THIS ARTICLE.

b. MAINTENANCE SHALL INCLUDE SUFFICIENT WEEDING, WATERING, FERTILIZING, PRUNING, MOWING, EDGING, MULCHING AND OTHER HORTICULTURAL PRACTICES SO AS TO ENSURE THAT THE LANDSCAPING CONTINUES TO MAINTAIN A HEALTHY, NEAT AND ORDERLY APPEARANCE.

(1) THE LANDSCAPE MAINTENANCE AGREEMENT SHALL NOTE THAT ALL APPROVED LANDSCAPING SHALL BE INSTALLED, IRRIGATED, AND MAINTAINED IN PERPETUITY IN ACCORDANCE WITH SECTION 123–7 OF THE CITY CODE OF ORDINANCES, IN ORDER THAT IT CONTINUES TO PRESENT A HEALTHY, NEAT, AND ORDERLY APPEARANCE FREE OF REFUSE AND DEBRIS, IN CONFORMITY WITH THE FOLLOWING REQUIREMENTS:

a. VEGETATION REQUIRED BY THIS ARTICLE SHALL BE REPLACED WITH EQUIVALENT OR BETTER VEGETATION IF IT IS NOT LIVING. ALL TREES FOR WHICH CREDIT IS AWARDED AND WHICH SUBSEQUENTLY DIE SHALL BE REPLACED BY THE SAME OR GREATER NUMBER OF LIVING TREES ACCORDING TO THE STANDARDS ESTABLISHED IN THIS ARTICLE.

b. MAINTENANCE SHALL INCLUDE SUFFICIENT WEEDING, WATERING, FERTILIZING, PRUNING, MOWING, EDGING, MULCHING AND OTHER HORTICULTURAL PRACTICES TO ENSURE THAT THE LANDSCAPING CONTINUES TO MAINTAIN A HEALTHY, NEAT, AND ORDERLY APPEARANCE.

IN CASE OF VIOLATION:

MAINTENANCE SHALL INCLUDE THE REPLACEMENT OF ALL UNHEALTHY/DEAD MATERIAL WITHIN 30 DAYS AFTER A NOTIFICATION OF VIOLATION IN CONFORMANCE WITH THE APPROVED SITE PLAN OR LANDSCAPE PLAN. VIOLATIONS OF THIS ARTICLE, OR FAILURE TO MAINTAIN ALL REQUIRED LANDSCAPING AS REFLECTED IN THE APPROVED LANDSCAPING PLAN, SHALL BE GROUNDS FOR REFERRAL TO THE SPECIAL MAGISTRATE FOR APPROPRIATE ACTION.

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

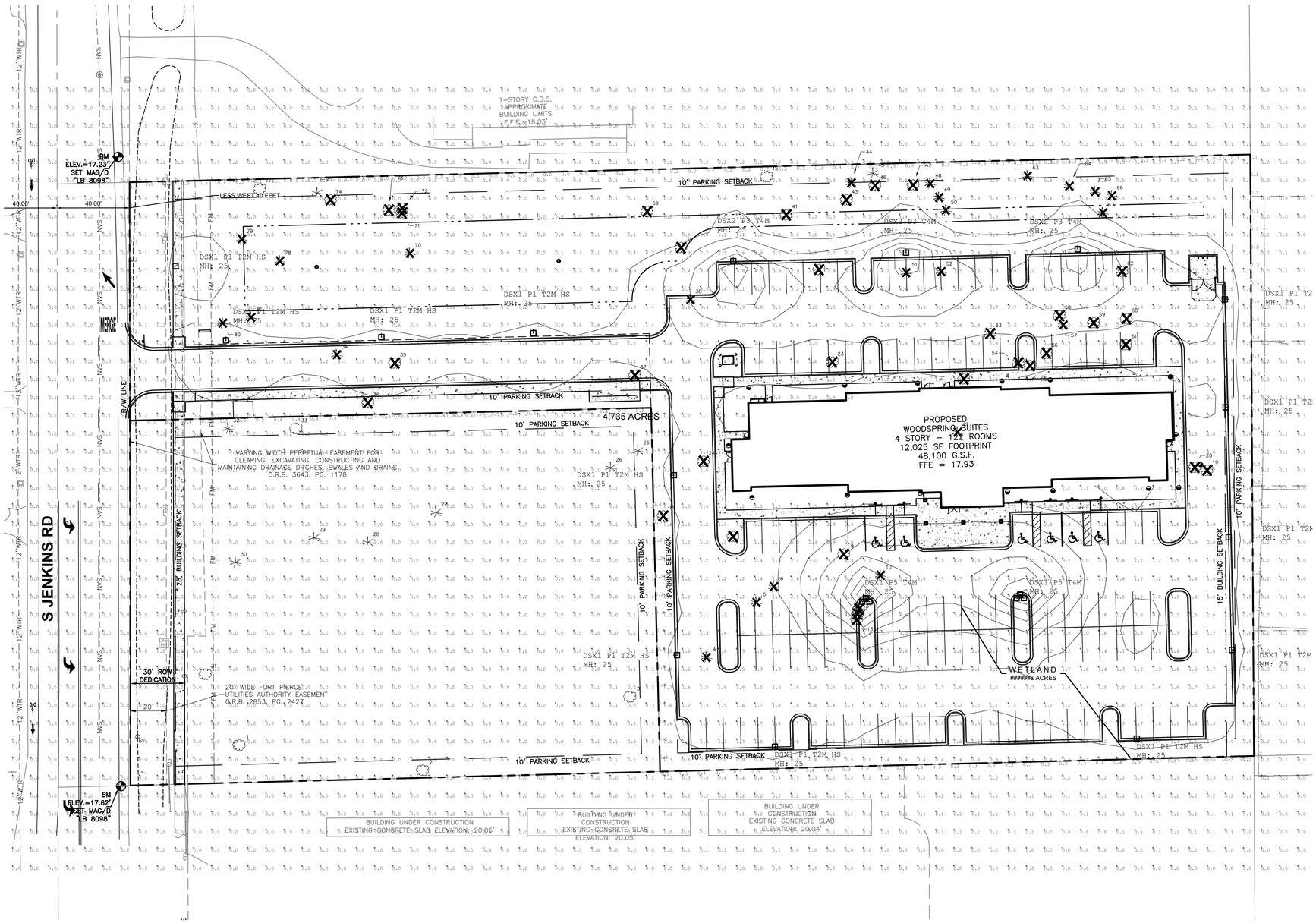
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	XXX
DRAWN BY:	XXX
CHECKED BY:	XXX

SHEET NAME:
CITY LANDSCAPE NOTES

SHEET NO:
C-602

Layout Tab Name: C-602 CITY LANDSCAPE NOTES
Last Saved By:Nik, 9/4/2024 3:25:07 PM
W:\Srvn\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cad\10016919-C601-LANDCIG.dwg Plotted ByWachowski, Grace Plotted:September 5, 2024, 9:22:32 AM



CALCULATION SUMMARY					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
OVERALL SITE	0.58	9.0	0.0	N.A.	N.A.
PROPERTY LINE	0.29	0.5	0.0	N.A.	N.A.
PARKING LOT	2.28	9.0	0.6	3.80	15.00

Luminaire Schedule					
SYMBOL	QTY	ARRANGEMENT	LLF	CATALOG NUMBER	LUM. WATTS
	12	Single	0.900	DSX1 LED P1 40K T2M MVOLT HS	54
	3	SINGLE	0.900	DSX2 LED P3 40K T4M MVOLT	217
	2	3 @ 90 Degrees	0.900	DSX1 LED P5 40K T4M MVOLT	138

MOUNTING HEIGHT (MH) VARIES. SEE FIXTURE LABEL ON PLAN.

HORIZONTAL MEASUREMENTS TAKEN ALONG A HORIZONTAL PLANE AT GRADE.

Sunshine811

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
asd

SHEET NO:
C-701

Layout Tab Name: C-701 PHOTOMETRIC PLAN
Last Saved By:ptzen, 7/3/2024 12:51:32 PM
W:\Srvh\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C700-PHOTO.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:23:01 AM



D-Series Size 1
LED Area Luminaire

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements

Specifications

EPA: 1.01 ft² (0.09 m²)

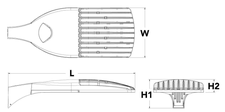
Length: 33" (83.6 cm)

Width: 13" (33.0 cm)

Height H1: 7-1/2" (19.0 cm)

Height H2: 3-1/2"

Weight (max): 27 lbs (12.2 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 750W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX1 LED

Series	LEDs	Color temperature	Distribution		Voltage	Mounting
DSX1 LED	**Forward optics** P1 P4[1] P7[1] P2 P5[1] P8 P3 P6[1] P9[1] **Rotated optics** P10[1] P12[1] P11[1] P13[1,2]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium	T5VS Type V very short[1] T5S Type V short[1] T5M Type V medium[1] T5W Type V wide[1] BLC Backlight control[4] LCCO Left corner cutoff[4] RCCO Right corner cutoff[4]	MVOLT[3] 120[3] 208[3] 240[3] 277[3] 347[3] 480[3]	**Shipped included** SPA Square pole mounting RPA Round pole mounting[1] WBA Wall bracket[1] SPUMBA Square pole universal mounting adaptor[8] RPUMBA Round pole universal mounting adaptor[8] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[8]

Control options		Other options		Finish (required)	
Shipped installed NLTAIR2 nLight AIR generation 2 enabled[10] PIRHN Network, high/low motion/ambient sensor[11] PER NEMA twist-lock receptacle only (controls ordered separate)[12] PERS Five-pin receptacle only (controls ordered separate)[12,13] PER7 Seven-pin receptacle only (controls ordered separate)[12,13] DMG 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)[14] DS Dual switching[15,16,17]	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc[17,18] PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc[17,18] PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc[17,18] PIRH1FC3V Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[17,18] FAO Field adjustable output[17,19]	**Shipped installed** HS House-side shield[20] SF Single fuse (120, 277, 347V)[4] DF Double fuse (208, 240, 480V)[4] L90 Left rotated optics[2] R90 Right rotated optics[2] HA 50°C ambient operations[5] **Shipped separately** BS Bird spikes[21] EGS External glare shield	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white	

© 2011-2020 Acuity Brands Lighting, Inc. All rights reserved.



D-Series Size 2
LED Area Luminaire

Buy American

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements

Specifications

EPA: 1.1 ft² (0.10 m²)

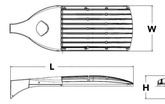
Length: 40" (101.6 cm)

Width: 15" (38.1 cm)

Height 1: 7-1/4" (18.4 cm)

Height 2: (max): 3.5"

Weight: 36lbs



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment.

The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. The Size 2 is ideal for replacing 400-1000W metal halide in area lighting applications with energy savings of up to 80% and expected service life of over 100,000 hours.

Ordering Information

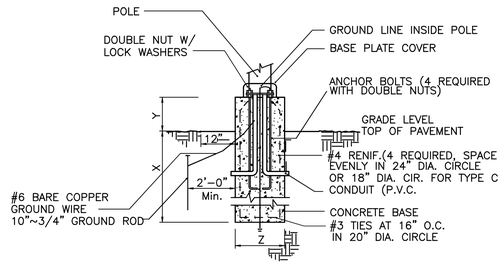
EXAMPLE: DSX2 LED P7 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX2 LED

Series	LEDs	Color temperature	Distribution		Voltage	Mounting
DSX2 LED	**Forward optics** P1 P5[1] P2 P6 P3 P7[1] P4 P8[1] **Rotated optics** P10[1] P13[1,2] P11[1] P14[1,2] P12[1]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I Short (Automotive) T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium	T5VS Type V Very Short[1] T5S Type V Short[1] T5M Type V Medium[1] T5W Type V Wide[1] BLC Backlight control[4] LCCO Left corner cutoff[4] RCCO Right corner cutoff[4]	MVOLT XVOLT (277V-480V)[4,5,6] 120[6] 208[6] 240[6] 277[6] 347[6] 480[6]	**Shipped included** SPA Square pole mounting RPA Round pole mounting[10] WBA Wall bracket[1] SPUMBA Square pole universal mounting adaptor[11] RPUMBA Round pole universal mounting adaptor[11] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[11]

Control options		Other options		Finish (required)	
Shipped installed NLTAIR2 nLight AIR generation 2 enabled[11] PIRHN Network, Bi-Level motion/ambient sensor[14] PER NEMA twist-lock receptacle only (no controls)[15] PERS Five-wire receptacle only (no controls)[15,16] PER7 Seven-wire receptacle only (no controls)[15,16] DMG 0-10V dimming extend out back of housing for external control (no controls)[17] DS Dual switching[18,19]	PIRH Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enable at 5fc[20] PIRH1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[20] FAO Field Adjustable Output[20]	**Shipped installed** HS House-side shield[22] SF Single fuse (120, 277, 347V)[4] DF Double fuse (208, 240, 480V)[4] L90 Left rotated optics[2] R90 Right rotated optics[2] HA 50°C ambient operations[5] BAA Buy American(n) Act Compliant **Shipped separately** BS Bird spikes[21] EGS External glare shield	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white	

© 2011-2021 Acuity Brands Lighting, Inc. All rights reserved.



DIMENSION SCHEDULE

IF LIGHT POLE IS ADJACENT TO VEHICLE PARKING	IF LIGHT POLE IS WITHIN LANDSCAPING (NOT ADJACENT TO VEHICLE PARKING)
X 8'-0"	X 8'-0"
Y 2'-6"	Y 0'-6"
Z 2'-0"	Z 2'-0"

CONTRACTOR TO CONFIRM WITH MANUFACTURER THAT THE POLE AND BASE MEET WIND LOADING REQUIREMENTS FOR HURRICANES.

LIGHT POLE BASE DETAIL
NTS

4
C-702

SSS Square Straight Steel Poles

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative. **Example:** SSS 20 5C DM19 DDB

Series	Nominal fixture mounting height	Nominal shaft base size/wall thickness[1]	Mounting[2]		Options	Finish[10]
SSS	10'-39' (for 1/2 ft increments, add -6 to the pole height. Ex. 20-6 equals 20ft 6in.) See technical information table for complete ordering information.)	4C 4" 11g (.1196") 4G 4" 7g (.1793") 5C 5" 11g (.1196") 5G 5" 7g (.1793") 6G 6" 7g (.1793") See technical information table for complete ordering information.)	**Tenon mounting** PT Open top (includes top cap) T20 2-3/8" O.D. (2" NPS) T25 2-7/8" O.D. (2-1/2" NPS) T30 3-1/2" O.D. (3" NPS) T35 4" O.D. (3-1/2" NPS) **KAC/KAD/KSC/KSF/KVR/KVF Drill mounting[3]** DM19 1 at 90° DM28 2 at 180° DM28 PL 2 at 180° with one side plugged DM29 2 at 90° DM39 3 at 90° DM49 4 at 90° **CSX/DSX/RSX/AERIS™/OMERO™/ HLA/KAX Drill mounting[3]** DM19AS 1 at 90° DM28AS 2 at 180° DM29AS 2 at 90° DM39AS 3 at 90° DM49AS 4 at 90° **RAD drill mounting[3]** DM19RAD 1 at 90° DM28RAD 2 at 180° DM29RAD 2 at 90° DM32RAD 3 at 120° DM39RAD 3 at 90° DM49RAD 4 at 90° **ESX Drill mounting[3]** DM19ESX 1 at 90° DM28ESX 2 at 180° DM29ESX 2 at 90° DM39ESX 3 at 90° DM49ESX 4 at 90°	**AERIS™ Suspend drill mounting[3,9]** DM19AST_ 1 at 90° DM28AST_ 2 at 180° DM29AST_ 2 at 90° DM39AST_ 3 at 90° DM49AST_ 4 at 90° **OMERO™ Suspend drill mounting[3,9]** DM19MRT_ 1 at 90° DM28MRT_ 2 at 180° DM29MRT_ 2 at 90° DM39MRT_ 3 at 90° DM49MRT_ 4 at 90°	**Shipped installed** L/AB Less anchor bolts (Include when anchor bolts are not needed) VD Vibration dumper TP Tamper resistant handhole cover fasteners HAxy Horizontal arm bracket (1 fixture)[4,6] FDLxy Festoon outlet less electrical[7] CPL12/xy 1/2" coupling[1] CPL34/xy 3/4" coupling[1] CPL1/xy 1" coupling[1] NPL12/xy 1/2" threaded nipple[1] NPL34/xy 3/4" threaded nipple[1] NPL1/xy 1" threaded nipple[1] EHHxy Extra handhole[1,7] MAEX Match existing[8] USPOM United States point of manufacture[9] IC Interior coating[10] UL UL listed with label (Includes NEC compliant cover) NEC NEC 410.30 compliant gasketed handhole (Not UL Labeled) **Shipped separately (replacement kit available)** (blank) FBC Full base cover (plastic) (blank) TC Top cap (blank) HHC Handhole cover	**Standard colors** DDBXD Dark bronze DWHXD White DBLXD Black DMBXD Medium bronze DNAXD Natural aluminum **Classic colors** DSS Sandstone DGC Charcoal gray DTG Tennis green DBR Bright red DSB Steel blue **Architectural Colors and Special Finishes[11]** Galvanized, Paint over Galvanized, RAL Colors, Custom Colors and Extended Warranty Finishes available.

NOTES:

1. Wall thickness will be signified with a "C" (11 Gauge) or a "G" (7-Gauge) in nomenclature. "C" - 0.1196" | "G" - 0.1793".
2. PT open top poles include top cap. When ordering tenon mounting and drill mounting for the same pole, follow this example: DM28/T20.
   The combination includes a required extra handhole.
3. Refer to the fixture spec sheet for the correct drilling template pattern and orientation compatibility.
4. Insert "1" or "2" to designate fixture size; e.g. DM19AST**2**.
5. Specify location and orientation when ordering option.
   For "x": Specify the height above the base of pole in feet or feet and inches; separate feet and inches with a "-".
   Example: 18 = 5 and 20ft 3in = 20-3
   For "y": Specify orientation from handhole (A,B,C,D)
   Refer to the Handhole Orientation diagram below.
   Example: 1/2" coupling at 3'-8", orientation C = CPL12/5-8C
6. Horizontal arm is 3.8" x 2-3/8" O.D. tenon standard, with radius curve providing 12" rise and 2-3/8" O.D. If ordering two horizontal arm at the same height, specify with HAxyy. Example: HA20B0.
7. Combination of tenon-top and drill mount includes extra handhole.
8. Must add original order number of existing pole(s).
9. Use when mill certifications are required.
10. Provides enhanced corrosion resistance.
11. Additional colors available; see www.lithonia.com/archcolors or Architectural Colors brochure (Form No. 794_5). Available by formal quote only, consult factory for details.

©1994-2021 Acuity Brands Lighting, Inc. All rights reserved.

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

NUMBER	DATE	ISSUANCE SCHEDULE DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	XXX
DRAWN BY:	XXX
CHECKED BY:	XXX

SHEET NAME:
PHOTOMETRIC DETAILS

SHEET NO:
C-702

Layout Tab Name: C-702 PHOTOMETRIC DETAILS
Last Saved By:ptzen, 1/3/2024 12:51:52 PM
W:\Sivin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C700-PHOTO.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:23:05 AM

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE. ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THHN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT, IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

WATER DISTRIBUTION	G-1 NOTES
02-08 DATE: REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # DETAIL NOTES 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JLM DRAWN BY: SCALE: N.T.S.	
JLM APPROVED: DATE: 2010	SHEET 1 OF 2

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES CONTINUED

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE FORT PIERCE UTILITIES AUTHORITY ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.
19. WATER MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN MULTI STRANDED WIRE (BLUE IN COLOR) AND IDENTIFCATION TAPE WITH "WATER" MARKED ON TAPE, PERMANENTLY ATTACHED TO THE TOP OF THE WATER MAIN IN ACCORDANCE WITH THE FORT PIERCE UTILITIES AUTHORITY SPECIFICATIONS.
20. SERVICE TAPS SHALL BE PLACED APPROXIMATELY TEN FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINE, CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
21. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH MANUFACTURER'S OR ENGINEER'S RECOMMENDATIONS (WHICHEVER IS MORE STRINGENT) AND FPUA REQUIREMENTS.
22. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600. – 2 HR MINIMUM TEST

$$L = \frac{SD(P)\ 1/2}{148{,}000}$$

L= LEAKAGE IN GPH
S= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TESTING PRESSURE IN PSI

23. PRIOR TO ANY TESTING, ALL MAINS 6" IN DIA. AND LARGER SHALL HAVE A SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45° AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
24. A MINIMUM SIX FEET AND PREFERABLY TEN FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. 6 INCHES MINIMUM VERTICAL SEPARATION IF WATER MAIN IS OVER WASTEWATER AND 12 INCHES IF WATER MAIN IS UNDER SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGHTS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
25. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN THE PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
26. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WATER DISTRIBUTION	G-1 NOTES
02-08 DATE: REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # DETAIL NOTES 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JLM DRAWN BY: SCALE: N.T.S.	
JLM APPROVED: DATE: 2010	SHEET 2 OF 2

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR, GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-3034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISITING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERRABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER.
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AND INTERIOR EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES, PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WASTEWATER CONSTRUCTION NOTES FPUA REQUIREMENTS	G-2 CONSTRUCTION NOTES
02-08 DATE: REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # DETAIL NOTES 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JLM DRAWN BY: SCALE: N.T.S.	
JLM APPROVED: DATE: 2010	SHEET 1 OF 1

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN ABOVE, AND AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL SEPARATION, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) CENTERED ON THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 3-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN VACUUM TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

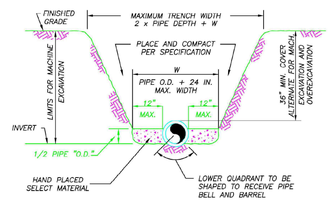
A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE INCREASED TO 3 FOOT WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN.. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

STANDARD SEPARATION STATEMENT FOR WATER/SEWER CONFLICT	G-3 WATER/SEWER CONFLICT
02-08 DATE: REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # DETAIL NOTES 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JLM DRAWN BY: SCALE: N.T.S.	
JLM APPROVED: DATE: 2010	SHEET 1 OF 1

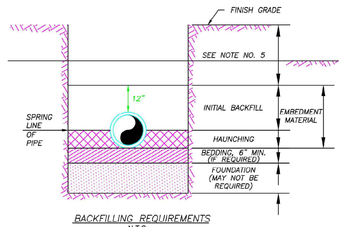


NOTES:

1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.
2) INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-99.

TYPICAL TRENCH DETAIL
N.T.S.

TYPICAL TRENCH DETAIL	M-1
02-09 CONCRETE SLAB SLL JLC DATE: REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JLC DRAWN BY: SCALE:	
SLL APPROVED: DATE: 2015	SHEET 1 OF 1

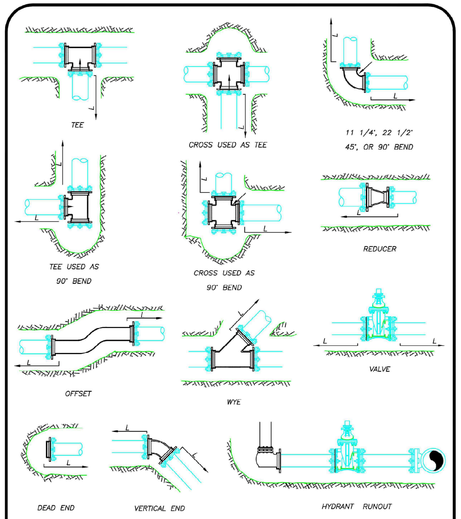


BACKFILLING REQUIREMENTS
N.T.S.

NOTES:

1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.
2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.
3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.
4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY.(AASHTO T-99)
5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT 30" BELOW PROPOSED PROFILE GRADE OR EXISTING GRADE. THE FINAL 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.
6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.
7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS.

BACKFILLING REQUIREMENTS	M-2
02-09 CONCRETE SLAB SLL JLC DATE: REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JLC DRAWN BY: SCALE:	
SLL APPROVED: DATE: 2015	SHEET 1 OF 1



MECHANICAL JOINT ANCHORING REQUIREMENTS
N.T.S.

MECHANICAL JOINT ANCHORING REQUIREMENTS	M-3
02-09 CONCRETE SLAB SLL JLC DATE: REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JLC DRAWN BY: SCALE:	
SLL APPROVED: DATE: 2015	SHEET 1 OF 1

MECHANICAL JOINT RESTRAINT NOTES

NOTES:

1) THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING THE REQUIRED LENGTH TO BE RESTRAINED BASED UPON THE PROJECT AREA SOIL TYPE, PROPOSED TRENCH CONDITIONS AND DEPTH, PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF TWO (2). A DRAWING OF EVERY TYPICAL FITTING ASSEMBLY WITHIN THE PROJECT SHALL BE SUBMITTED WHICH REFLECTS THE RESTRAINT DETAIL PROPOSED FOR USE, INCLUDING LENGTH OF PIPE RESTRAINT.
2) REQUIRED RESTRAINED LENGTH CALCULATIONS SHALL ALSO CONSIDER THE CONDITIONS OF OTHER BENDS OR FITTINGS THAT WILL BE LOCATED WITHIN THE CALCULATED RESTRAINED LENGTH (L) OF THE BEND OR FITTING IN QUESTION.
3) EVERY JOINT OR FITTING MUST BE RESTRAINED ON BOTH SIDES OF THE BEND AND FOR TEES ALONG THE BEND ALSO.

MECHANICAL JOINT RESTRAINT NOTES	M-4
02-09 CONCRETE SLAB SLL JLC DATE: REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: COMPUTER FILE # MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
JLC DRAWN BY: SCALE:	
SLL APPROVED: DATE: 2015	SHEET 1 OF 1

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

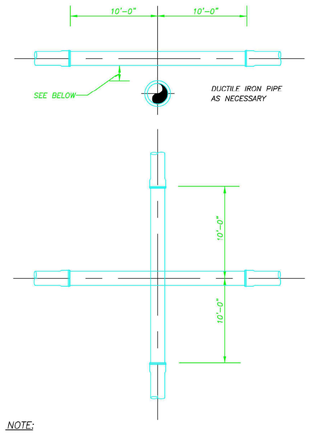
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO: 10016919
DATE ISSUED: 09/06/24
DESIGNED BY: NP
DRAWN BY: NP
CHECKED BY: GM

SHEET NAME:
DETAILS

SHEET NO:
C-801

Layout Tab Name: C-801 DETAILS
Last Saved By:pitzen, 1/8/2024 1:10:39 PM
W:\Sivin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C801-DET.dwg Plotted ByWachowski, Grace Plotted:September 5, 2024, 9:23:41 AM

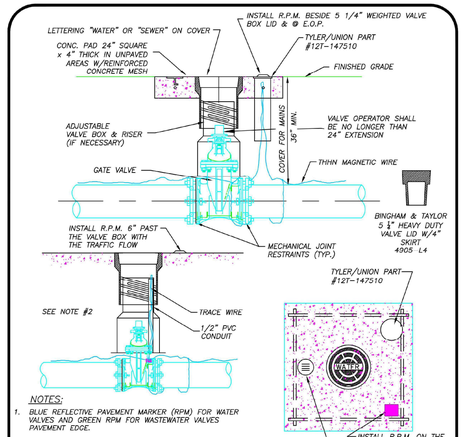


NOTE:

PLEASE REFER TO FORT PIERCE UTILITIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

UTILITY CROSSING DETAIL
N.T.S.

UTILITY CROSSING DETAIL	M-5
03-09 CONCRETE SLAB SLL JLC	WATER/WASTEWATER ENGINEERING
JLC MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
SLL	
JLC 2015	SHEET 1 OF 1

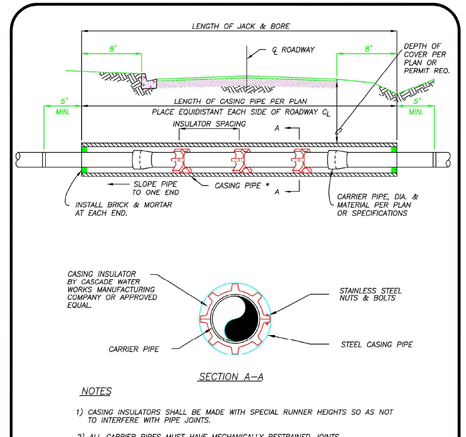


NOTES:

1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

TYPICAL GATE VALVE & VALVE BOX DETAIL
N.T.S.

TYPICAL GATE VALVE & VALVE BOX DETAIL	M-6
03-09 CONCRETE SLAB SLL JLC	WATER/WASTEWATER ENGINEERING
JLC MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
SLL	
JLC 2015	SHEET 1 OF 1



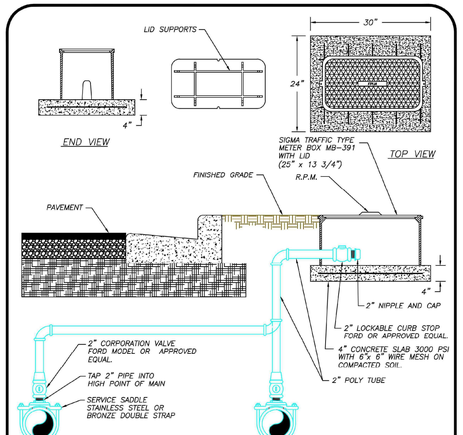
SECTION A-A

NOTES

1) CASING INSULATORS SHALL BE MADE WITH SPECIAL RUNNER HEIGHTS SO AS NOT TO INTERFERE WITH PIPE JOINTS.
2) ALL CARRIER PIPES MUST HAVE MECHANICALLY RESTRAINED JOINTS.
3) INSULATOR SPACING SHALL BE AS REQUIRED BY THE MANUFACTURER, HOWEVER, NO LESS THAN THREE (3) CASING INSULATORS SHALL BE INSTALLED PER LENGTH OF PIPE.
4) CASING LENGTH SHALL EXTEND A MINIMUM OF 8 FEET BEYOND THE EDGE OF PAVEMENT OR CURBING.

JACK & BORE DETAIL
N.T.S.

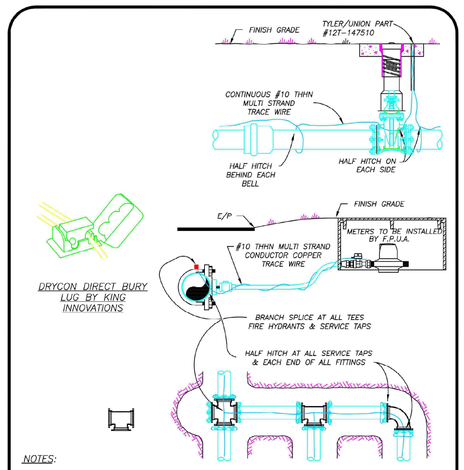
JACK & BORE DETAIL	M-7
03-09 CONCRETE SLAB SLL JLC	WATER/WASTEWATER ENGINEERING
JLC MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
SLL	
JLC 2015	SHEET 1 OF 1



MANUAL AIR RELEASE VALVE
N.T.S.

NOTE:
1. BLUE RPM FOR WATER AIR RELEASE GREEN RPM FOR WASTEWATER AIR RELEASE.
2. CONCRETE SLAB TO BE 3000 PSI WITH 6" X 6" WIRE MESH.

MANUEL AIR RELEASE VALVE	M-9
03-09 CONCRETE SLAB SLL JLC	WATER/WASTEWATER ENGINEERING
JLC MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
SLL	
JLC 2015	SHEET 1 OF 1

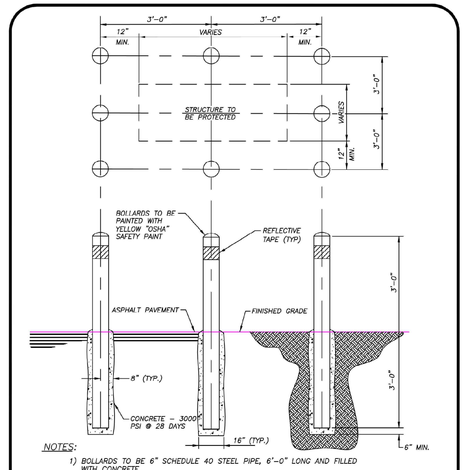


NOTES:

1) TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER AND SHOWN IN STANDARD DETAILS.
2) INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3) CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.

TRACE WIRE
(N.T.S.)

TRACE WIRE DETAIL	M-11
03-09 CONCRETE SLAB SLL JLC	WATER/WASTEWATER ENGINEERING
JLC MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
SLL	
JLC 2015	SHEET 1 OF 1



NOTES:

1) BOLLARDS TO BE 6" SCHEDULE 40 STEEL PIPE, 6'-0" LONG AND FILLED WITH CONCRETE.
2) BOLLARDS ON SIDE NOT ACCESSIBLE TO VEHICLES MAY BE OMITTED BY THE APPROVING AGENCY.
3) PLACE 6" WIDE YELLOW CLASS 4 REFLECTIVE TAPE 4" DOWN FROM TOP FOR FULL DIAMETER ON ALL BOLLARDS.
4) CONTRACTOR TO ASSURE THAT BOLLARDS ARE PLACED TO ALLOW FULL ACCESS TO THE PROTECTED FACILITY.

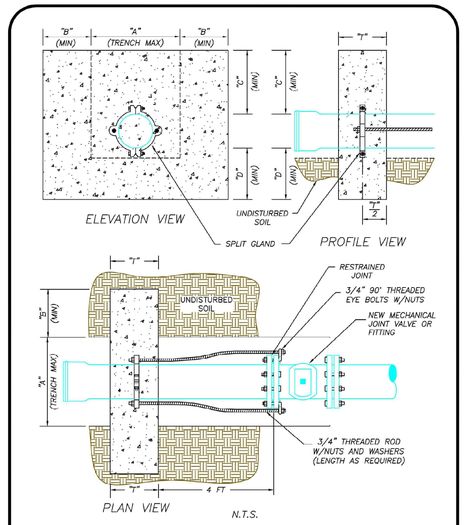
BOLLARD DETAIL	M-12
03-09 CONCRETE SLAB SLL JLC	WATER/WASTEWATER ENGINEERING
JLC MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
SLL	
JLC 2015	SHEET 1 OF 1

MATERIAL UPGRADE NOTES

MATERIAL UPGRADES ARE REQUIRED FOR UTILITY INSTALLATIONS THAT ARE IN CLOSE PROXIMITY TO SALT WATER (FOR EXAMPLE, HUTCHINSON ISLAND, INDIAN RIVER FLOOD PLAIN AND AREAS EAST OF U.S. HIGHWAY 1) AND AS DIRECTED BY FPUA WATER/WASTEWATER ENGINEERING DEPARTMENT.

1) PIPE – ALL DUCTILE IRON PIPE SHALL BE EPOXY COATED (EXTERIOR)
2) FITTINGS – ALL DUCTILE IRON FITTINGS SHALL BE EPOXY COATED (EXTERIOR). PVC FITTINGS CAN ALSO BE USED. HOWEVER, PVC FITTINGS MUST BE EXTRUDED OR FORMED FITTINGS MEETING ALL AWWA REQUIREMENTS. NO FABRICATED FITTINGS WILL BE ALLOWED. ALL NUTS AND BOLTS SHALL BE 316SS ONLY.
3) RESTRAINTS – ALL MECHANICAL JOINT RESTRAINTS SHALL BE EPOXY COATED. ALL HARDWARE (RODS, NUTS, BOLTS, WASHERS) SHALL BE 316SS ONLY.
4) FIRE HYDRANTS – ALL NUTS AND BOLTS SHALL BE 316SS ONLY.
5) VALVES – ALL VALVES SHALL BE EPOXY COATED. ALL NUTS AND BOLTS SHALL BE 316SS. VALVE STEM AND 2-INCH OPERATING NUT SHALL BE CAST BRONZE.
6) HARDWARE – 316 SS, A4-70 AND A4-80 ARE ACCEPTABLE NOMENCLATURES SEEN ON FASTENERS
7) ALL OTHER MATERIALS SHALL BE PROVIDED WITH MANUFACTURER'S STANDARD UPGRADES FOR USE IN CORROSIVE ENVIRONMENTS.

MATERIAL UPGRADE NOTES	M-13
03-09 CONCRETE SLAB SLL JLC	WATER/WASTEWATER ENGINEERING
JLC MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
SLL	
JLC 2015	SHEET 1 OF 1



DEAD-MAN RESTRAINT BLOCK	M-14A
03-09 CONCRETE SLAB SLL JLC	WATER/WASTEWATER ENGINEERING
JLC MISC. DETAILS 200602.DWG	FT. PIERCE UTILITIES AUTHORITY
SLL	
JLC 2015	SHEET 1 OF 1

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO: 10016919
DATE ISSUED: 09/06/24
DESIGNED BY: NP
DRAWN BY: NP
CHECKED BY: GM

SHEET NAME:
DETAILS

SHEET NO:
C-802

Layout Tab Name: C-802 DETAILS
Last Saved By:pitzen, 1/8/2024 1:10:39 PM
W:\Srvin\GBL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C801-DET.dwg Plotted ByWachowski, Grace Plotted:September 5, 2024, 9:23:44 AM

PIPE SIZE (in)	AVERAGE O.D. (in)	PRESSURE (lb/in²)	CALCULATED THRUST (lbf)	"A" (ft–in)	"B" (ft–in)	"C" (ft–in)	"D" (ft–in)	"T" (ft–in)	CONCRETE (yd³)
6	6.9	100	3739	2'–0"	1'–0"	1'–0"	1'–3"	2'–6"	1.00
8	9.05	100	6433	2'–0"	1'–6"	1'–0"	1'–6"	3'–0"	1.75
10	11.1	100	9677	2'–6"	1'–6"	1'–6"	1'–10"	3'–0"	2.57
12	13.2	100	13685	2'–6"	2'–0"	1'–6"	1'–9"	4'–0"	3.95
16	17.4	100	23779	3'–0"	2'–0"	1'–6"	2'–6"	5'–0"	6.49
18	19.5	100	29865	3'–0"	2'–0"	1'–6"	2'–6"	6'–0"	8.09
20	21.6	100	36644	3'–0"	2'–6"	1'–6"	2'–6"	6'–6"	9.98
24	25.8	100	52279	3'–0"	2'–6"	2'–0"	2'–9"	7'–6"	14.00

NOTES:

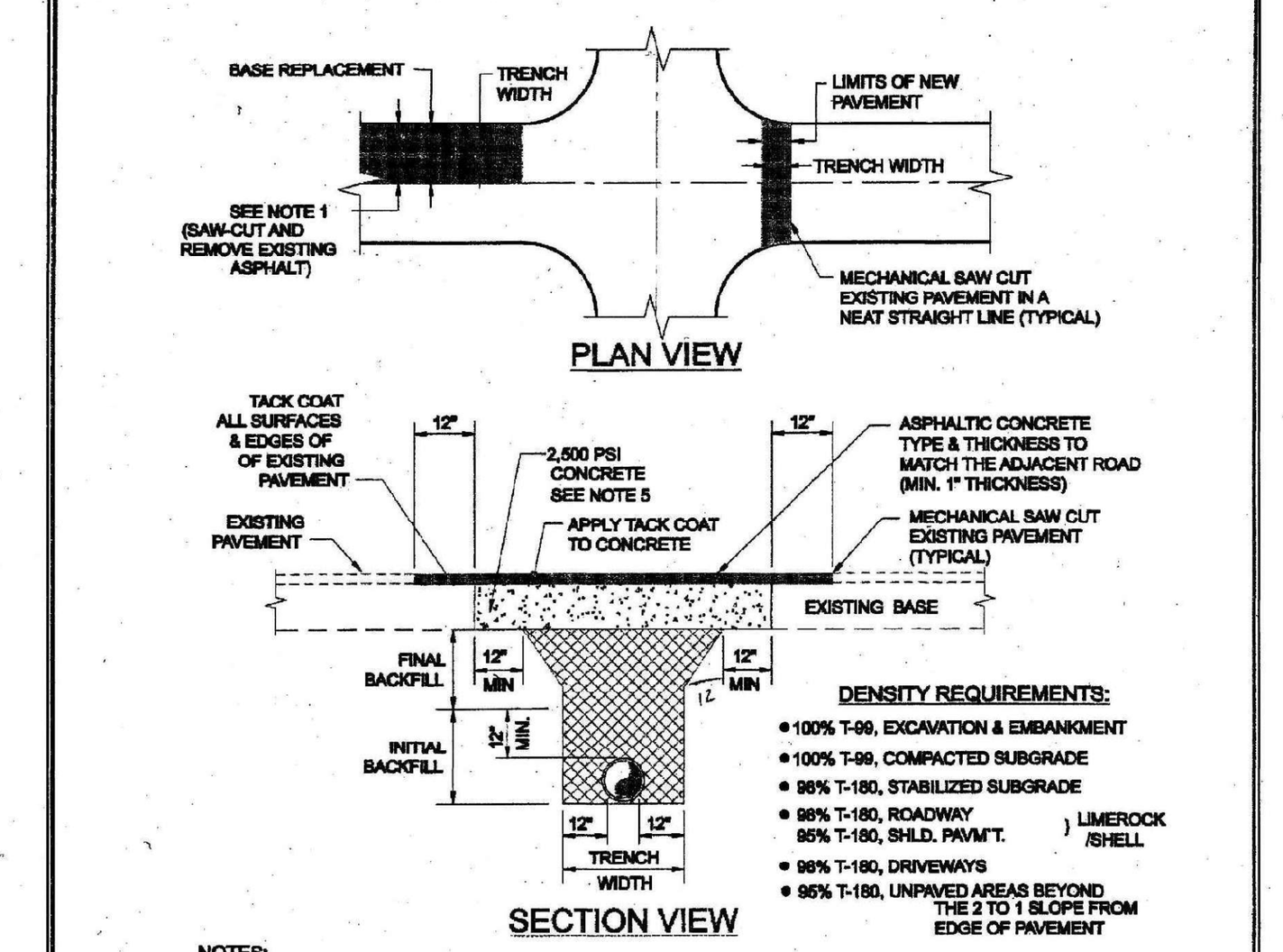
1. THE USE OF RESTRAINT BLOCKS SHALL BE LIMITED TO SITUATIONS WHERE EXPOSING SEVERAL JOINTS OF PIPE IS NOT FEASIBLE OR AS DIRECTED BY FPUA ENGINEER.
2. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED SOIL. WHERE TRENCH WALL HAS BEEN DISTURBED, EXCAVATE ALL LOOSE MATERIAL AND EXTEND RESTRAINT BLOCK TO UNDISTURBED MATERIAL.
3. RESTRAINT BLOCK SHALL BE INSTALLED A MINIMUM OF 4 FEET FROM ANY PIPE JOINT, FITTING OR VALVE. AT NO TIME SHALL A PIPE JOINT, FITTING OR VALVE BE ENCASED IN THE RESTRAINT BLOCK.
4. CONCRETE SHALL HAVE MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 3000 PSI.

FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, WATER/WASTEWATER ENGINEERING, 1701 SOUTH 37TH STREET, FT. PIERCE, FLORIDA 34947, 772-466-1600

DEAD–MAN
RESTRAINT BLOCK

03–09 | CONCRETE SLAB | SLL | JLC
DATE: | REVISION: | BY: | APPD:
DESIGNED: JLC | COMPUTER FILE #: MISC DETAILS 200602.DWG
DRAWN BY: SLL | SCALE:
APPROVED: JLC | DATE: 2015

M–14B
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1



NOTES:
1. PAVEMENT RESTORATIONS FOR LONGITUDINAL CUTS IN ALL STREETS SHALL BE FULL LANE WIDTH, WITH FULL LANE WIDTH RESURFACING FOR EACH LANE WITHIN THE LIMITS OF THE CUT.
2. WHEN AN ARTERIAL OR MAJOR COLLECTOR STREET IS OPEN CUT WITHIN THE LIMITS OF THE ROADWAY INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE.
3. WHEN STREETS OTHER THAN ARTERIALS OR MAJOR COLLECTORS ARE OPEN CUT MORE THAN TWO TIMES AT THE INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE. TWO OPEN CUTS OR LESS AT THE INTERSECTION WILL REQUIRE OVERLAYING WITH ASPHALT ONLY IN THE OPEN CUT AREA.
4. THE CONTRACTOR SHALL BE REQUIRED TO DOCUMENT ALL PAVEMENT MARKINGS PRIOR TO OVERLAY. THE CONTRACTOR SHALL THEN PLACE NEW PAVEMENT MARKINGS AT THE SAME LOCATIONS. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE TO F.D.O.T. SECTION 711.
5. 2500 PSI CONCRETE SHALL MATCH EXISTING BASE (6" MIN.)

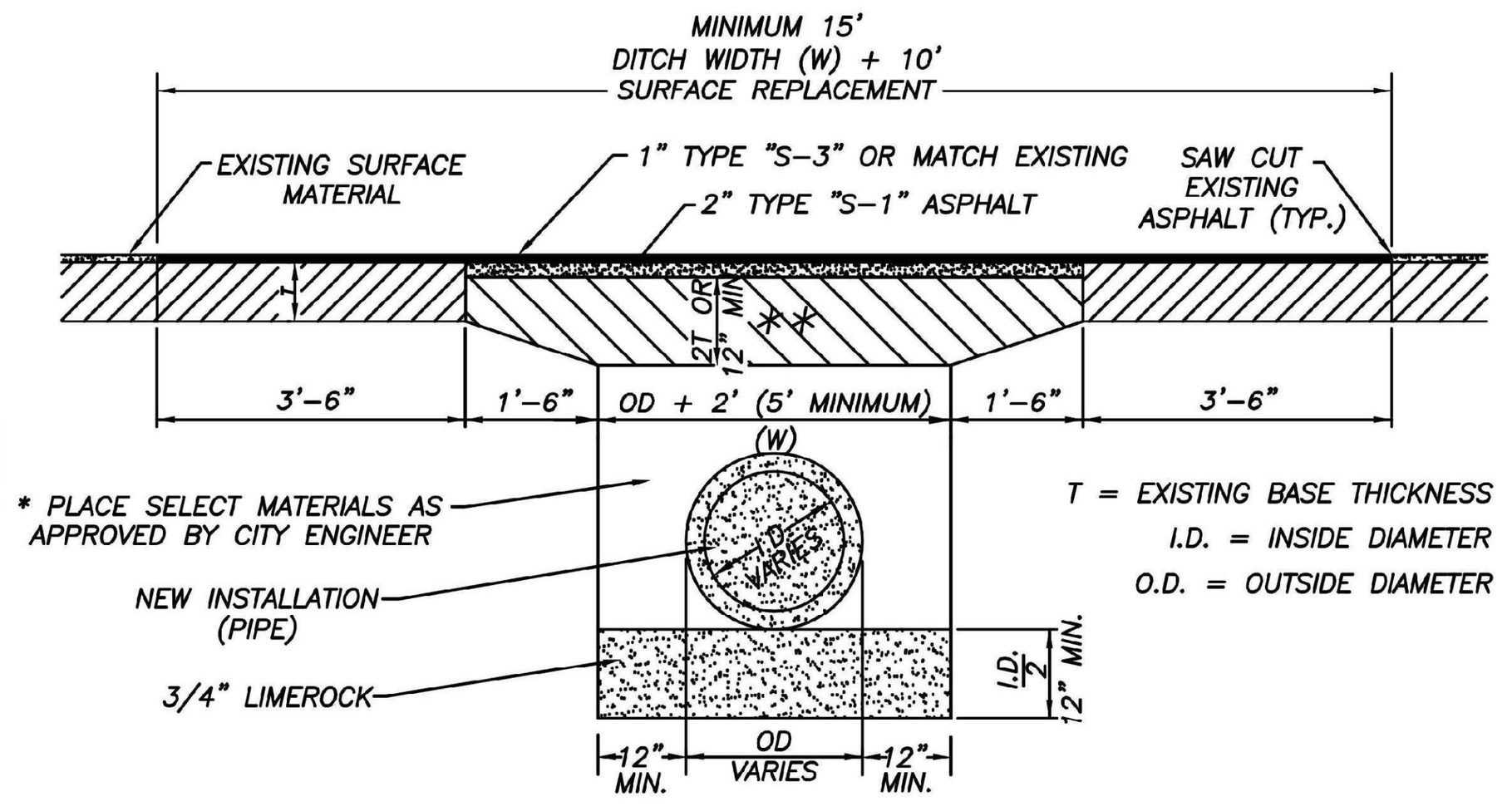
ST. LUCIE COUNTY
WATER & WASTEWATER
CONSTRUCTION STANDARDS

UTILITY ROAD CUT
PAVEMENT RESTORATION
DRAWING NUMBER: G-13

PAVEMENT RESTORATION
(COUNTY)

DATE: | REVISION: | BY: | APPD:
DESIGNED: JJM | COMPUTER FILE #: MISC DETAILS 200602.DWG
DRAWN BY: JJM | SCALE: N.T.S.
APPROVED: JLC | DATE: 2010

R–2
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1



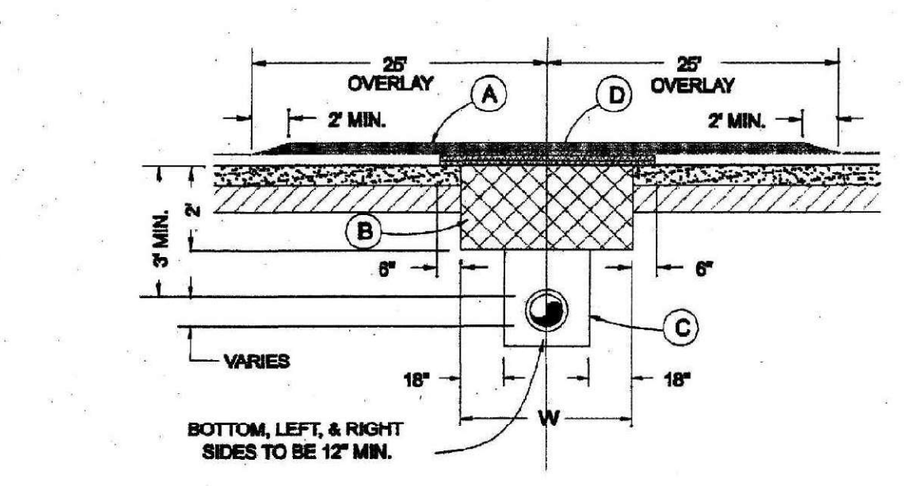
* INITIAL BACKFILL SHALL BE PLACED TO 12" ABOVE THE PIPE IN 6" LIFTS. BACFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T–99. UPPERMOST 12" BE COMPACTED TO 98% OF T–99.

** LIMEROCK OR CRUSHED COQUINA COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T–180

PAVEMENT RESTORATION DETAIL WITH TRENCH
CITY REQUIREMENTS

DATE: | REVISION: | BY: | APPD:
DESIGNED: JLC | COMPUTER FILE #: MISC DETAILS 200602.DWG
DRAWN BY: SLL | SCALE: N.T.S.
APPROVED: JLC | DATE: 2010

R–3
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1



(A) OVERLAY 25 FEET FROM CENTER LINE OF TRENCH, BOTH SIDES OF OPEN CUT WITH 1" MINIMUM TYPE S-III ASPHALT OR MATCH EXISTING SURFACE MATERIAL WHEN POSSIBLE.

(B) CONSTRUCT 2.0' DEEP X WIDTH AND LENGTH OF TRENCH WITH CEMENTED COQUINA OR LIMEROCK. SEE SPECIFICATIONS NOTE #2 BELOW FOR COMPACTION REQUIREMENTS.

(C) PROVIDE CLEAN BACKFILL. BACKFILL SHALL BE REPLACED IN 6" LAYERS. EACH LAYER SHALL BE MECHANICALLY COMPACTED TO A MINIMUM 100% DENSITY AS DETERMINED BY AASHTO T-99, METHOD "C".

(D) DITCH WIDTH (W)+12", MATCH EXISTING TYPE AND THICKNESS OF ASPHALT OR TYPE S-III.

NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE AS SHOWN ABOVE.
2. BASE MATERIAL SHALL BE PLACED IN 6" LAYERS OR AS OTHERWISE APPROVED AND EACH LAYER THOROUGHLY MECHANICALLY COMPACTED TO (98%) DENSITY AS DETERMINED BY AASHTO T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE LAPPED AND FEATHERED.
4. ALL PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
5. SURFACE MATERIAL WILL BE CONSISTENT WITH EXISTING SURFACE OR AS OTHERWISE DIRECTED (TYPE S-III) AND PLACED IN ACCORDANCE WITH FDOT REQUIREMENTS.
6. A MINIMUM OF TWO DENSITY TESTS SHALL BE TAKEN FOR EACH SIX (6) INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. WHEN THE SPECIFIED COMPACTED BASE IS GREATER THAN SIX AND ONE-HALF (6-1/2) INCHES THE BASE SHALL BE CONSTRUCTED IN TWO OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACK-FILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO THE ENGINEER'S OFFICE PRIOR TO FINAL INSPECTION.

ST. LUCIE COUNTY
WATER & WASTEWATER
CONSTRUCTION STANDARDS

FLEXIBLE PAVEMENT
REPLACEMENT DETAIL
DRAWING NUMBER: G-12

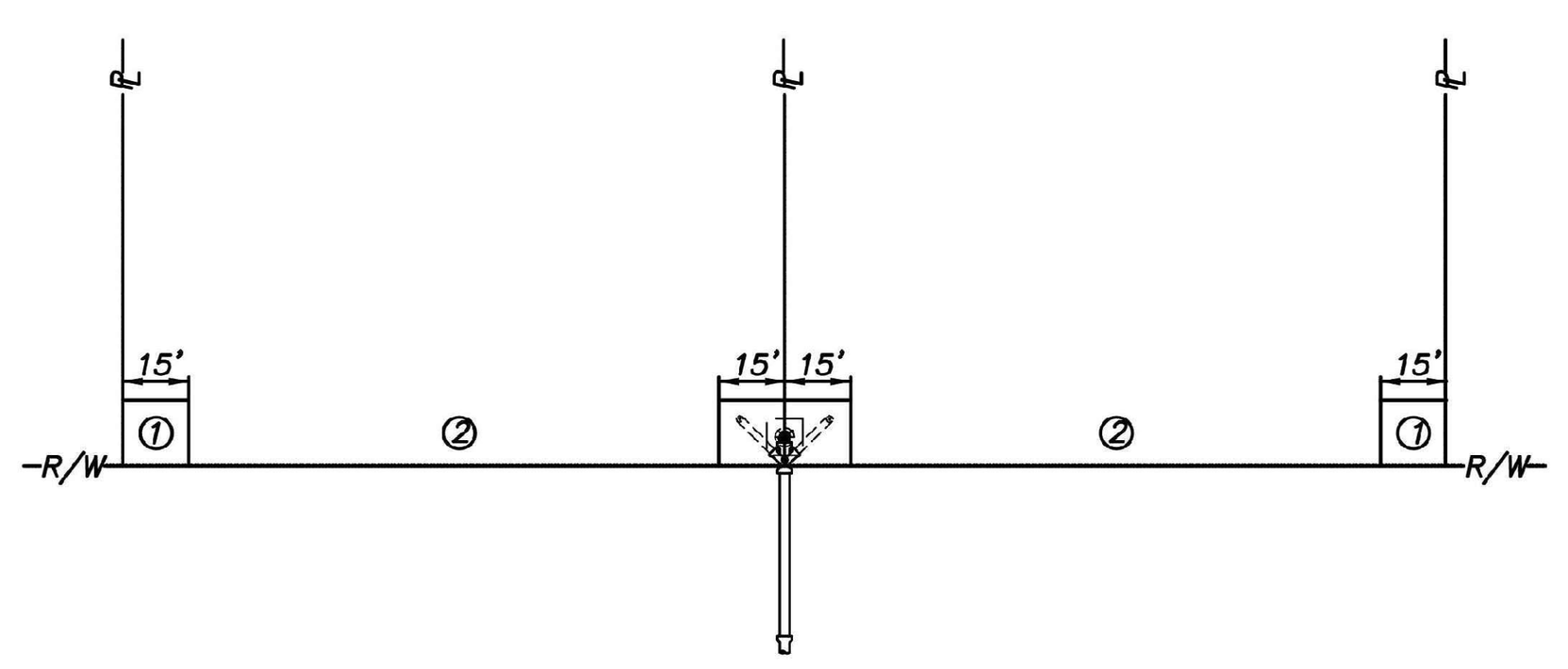
FLEXIBLE PAVEMENT
REPLACEMENT DETAIL

DATE: | REVISION: | BY: | APPD:
DESIGNED: JJM | COMPUTER FILE #: MISC DETAILS 200602.DWG
DRAWN BY: JJM | SCALE: N.T.S.
APPROVED: JLC | DATE: 2010

R–4
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1

GENERAL POLICY

WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY. DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.



NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. SEWER LATERAL, AREA ①, SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE LATERAL. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO LATERALS CAN BE CONNECTED IN A "Y" CONFIGURATION AS SHOWN.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. SEWER LATERAL, WITHIN AREA ①, THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ②.
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF SIX FEET AND PREFERABLY 10 FEET.
4. THE WASTEWATER LATERAL SHALL BE LOCATED WITHIN RIGHT–OF–WAY AND TERMINATE AT THE PROPERTY LINE.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WASTEWATER LATERAL WITHIN THE EASEMENT OR RIGHT–OF–WAY, UP TO THE POINT OF CONNECTION.

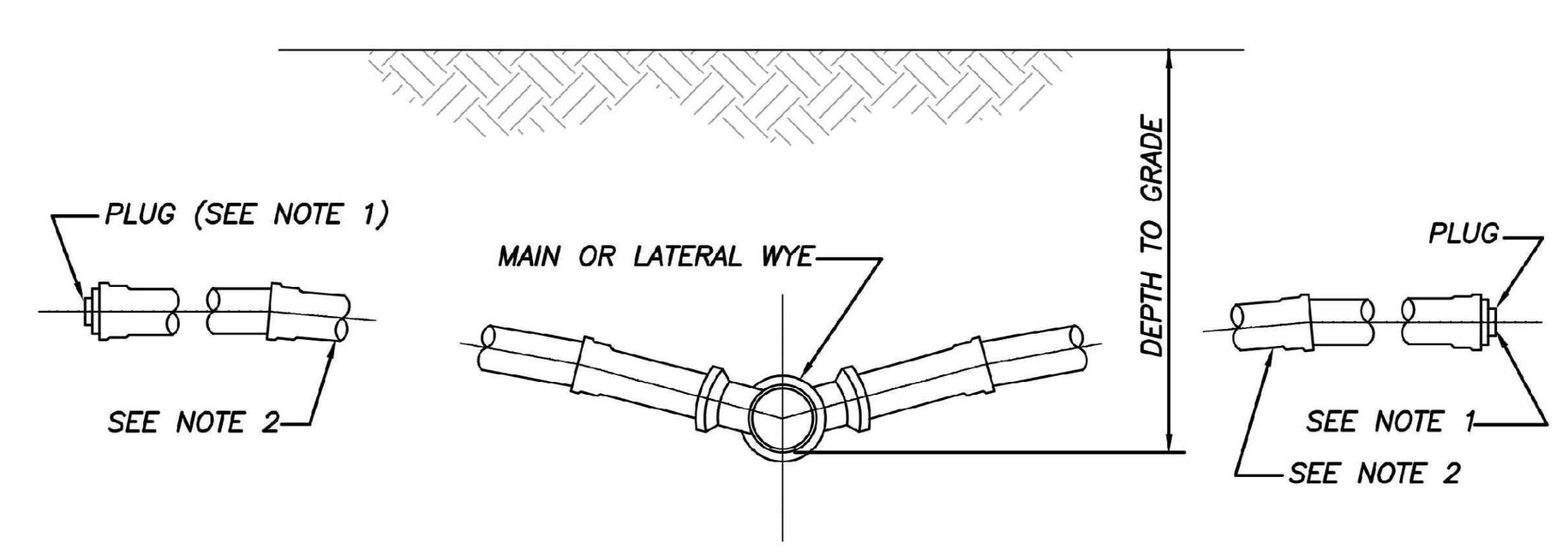
WASTEWATER SERVICE PLACEMENT
(N.T.S.)

FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, WATER/WASTEWATER ENGINEERING, 1701 SOUTH 37TH STREET, FT. PIERCE, FLORIDA 34947, 772-466-1600

WASTEWATER SERVICE
PLACEMENT POLICY

02–06 | 02–15 | SLL |
DATE: | REVISION: | BY: | APPD:
DESIGNED: JJM | COMPUTER FILE #: SEWER DETAIL 200602.DWG
DRAWN BY: SLL | SCALE: N.T.S.
APPROVED: JLC | DATE: 2010

S–1
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1



NOTES:

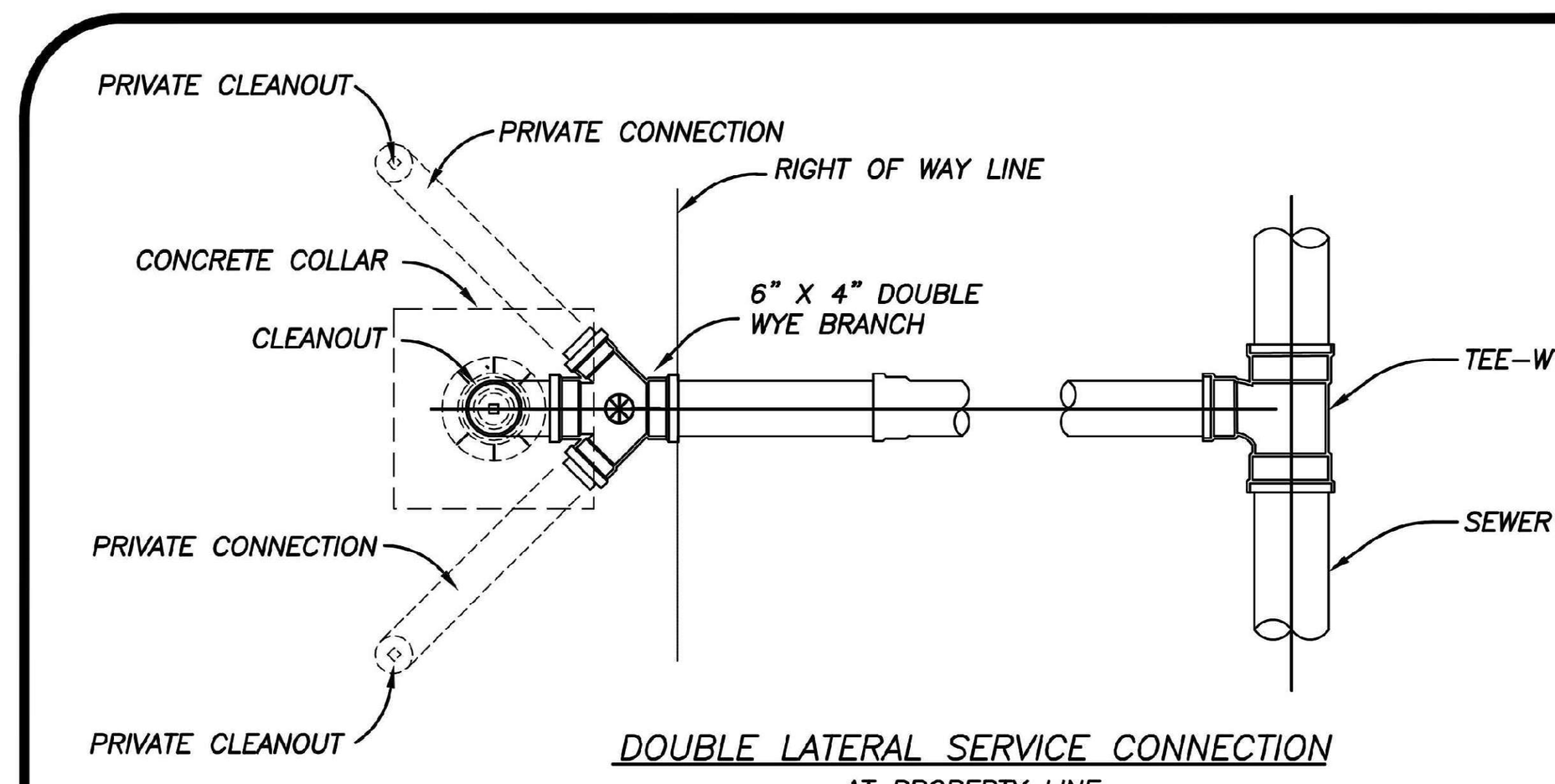
1) BALL TYPE WASTEWATER LOCATOR BY 3M CORP. OR APPROVED EQUAL.
2) MINIMUM SLOPE OF 1/8" PER FOOT, USE GREATER SLOPE WHERE POSSIBLE.
3) SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT.
4) INSTALL CLEANOUT AT THE PROPERTY LINE. REFER TO DETAIL S–1 FOR SPECIFIC PROPERTY LAYOUT.

SERVICE CONNECTION
(N.T.S.)

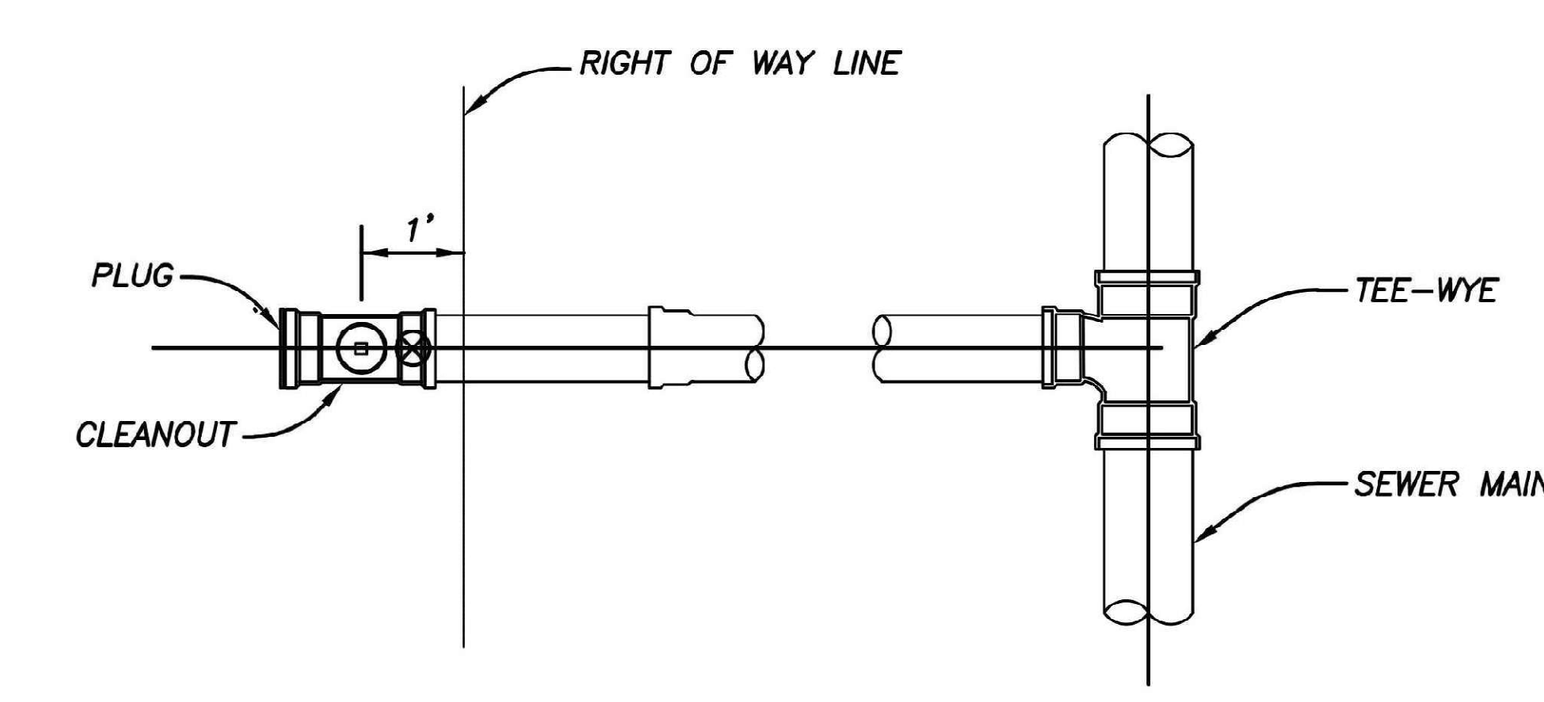
SERVICE CONNECTION
WASTEWATER

02–06 | | |
DATE: | REVISION: | BY: | APPD:
DESIGNED: JLC | COMPUTER FILE #: SEWER DETAIL 200602.DWG
DRAWN BY: SLL | SCALE: N.T.S.
APPROVED: JLC | DATE: 2015

S–2
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1



DOUBLE LATERAL SERVICE CONNECTION
AT PROPERTY LINE



SINGLE SERVICE LATERAL CONNECTION

⊛ = BALL TYPE WASTEWATER LOCATOR INSTALLED ABOVE THIS POINT BALL BY 3M CORP. OR APPROVED EQUAL

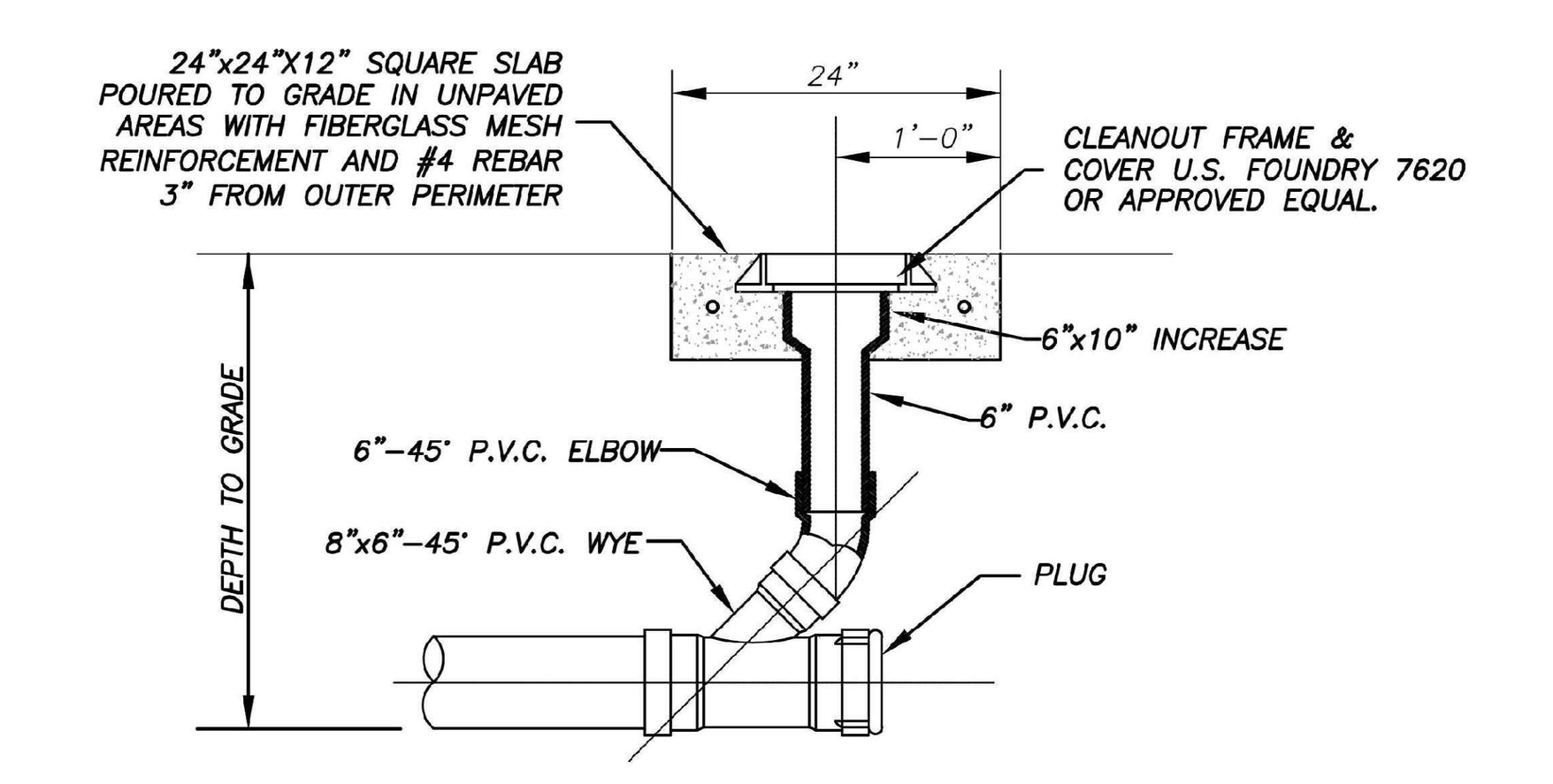
SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT

SERVICE CONNECTION
(N.T.S.)

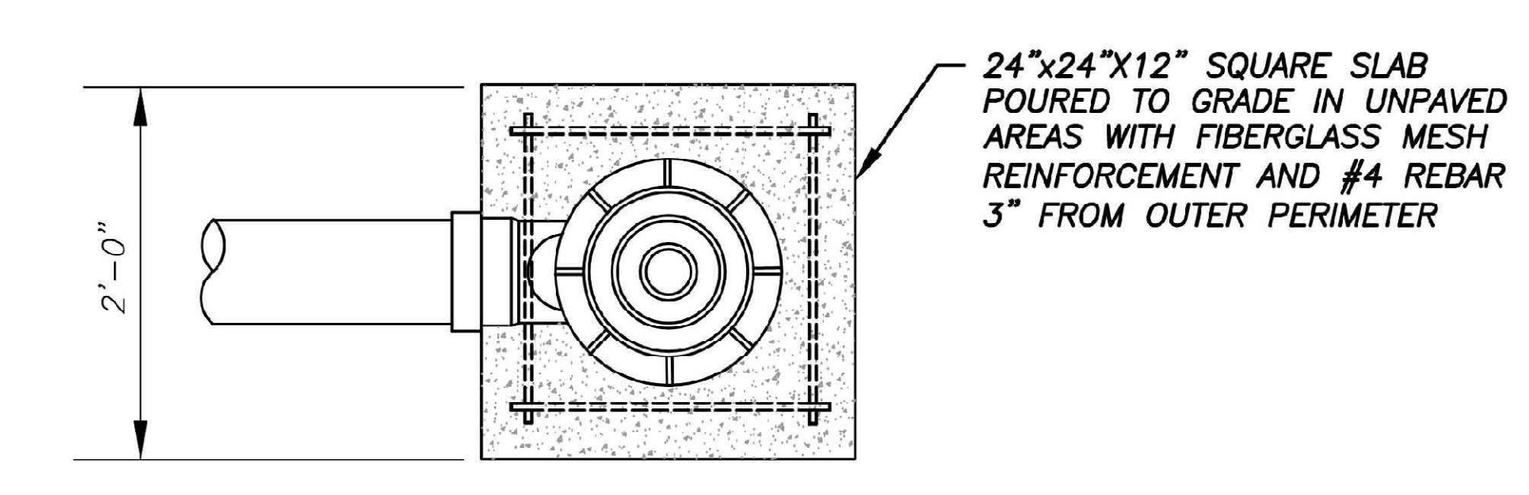
SERVICE CONNECTION
WASTEWATER

02–06 | | |
DATE: | REVISION: | BY: | APPD:
DESIGNED: JLC | COMPUTER FILE #: SEWER DETAIL 200602.DWG
DRAWN BY: SLL | SCALE: N.T.S.
APPROVED: JLC | DATE: 2010

S–3
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1



SECTION



PLAN

TERMINAL CLEANOUT DETAIL (COMMERCIAL)
(N.T.S.)

TERMINAL CLEANOUT DETAIL
WASTEWATER

10–06 | | RBE |
DATE: | REVISION: | BY: | APPD:
DESIGNED: JLC | COMPUTER FILE #: SEWER DETAIL 200602.DWG
DRAWN BY: SLL | SCALE: N.T.S.
APPROVED: JLC | DATE: 2010

S–4B
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 2 OF 3

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE
NUMBER | DATE | DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

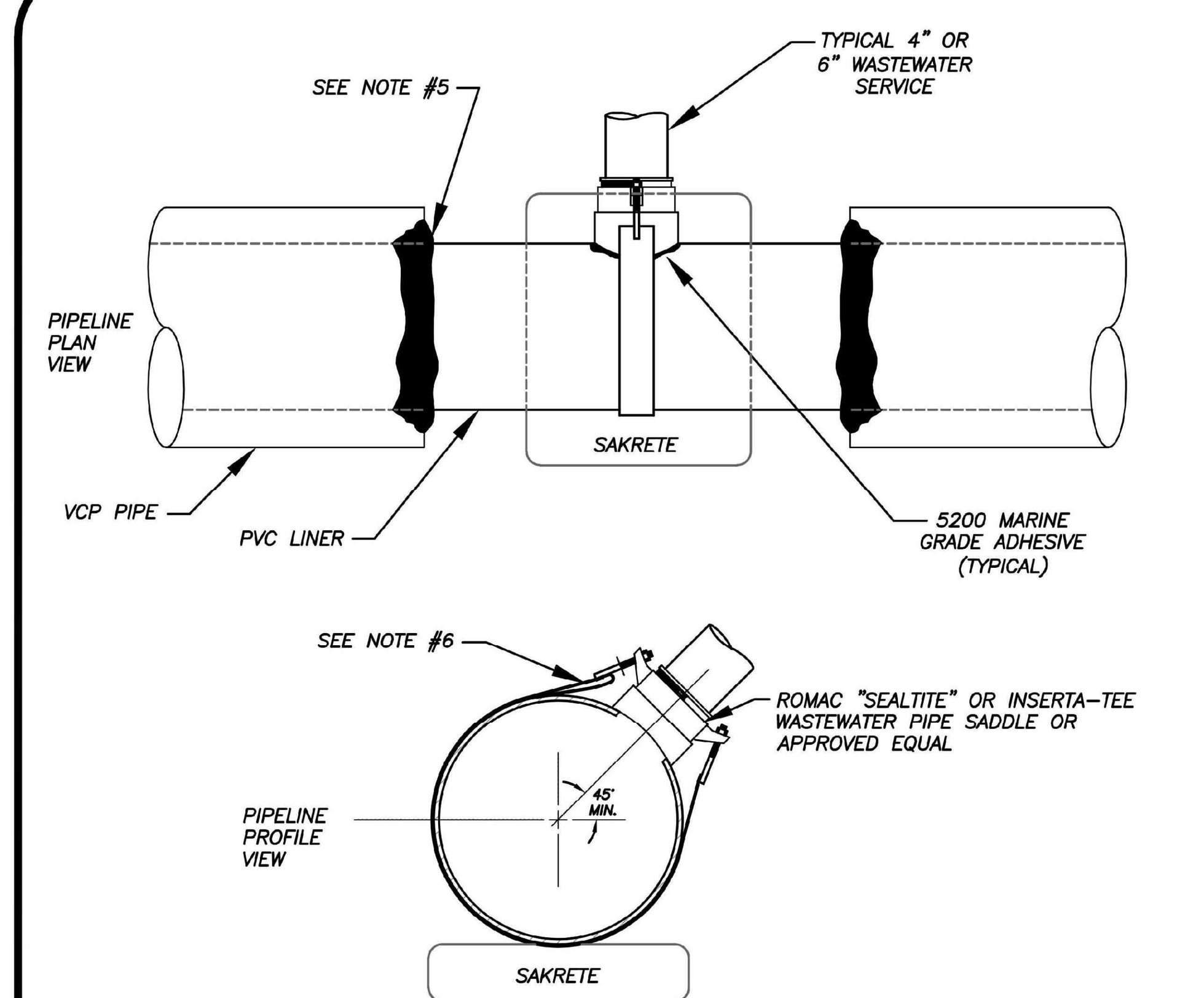
PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
DETAILS

SHEET NO:
C-803

Layout Tab Name: C–803 DETAILS
Last Saved By:pitzen, 1/8/2024 1:10:39 PM
W:\Srvln\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919–C801–DET.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:23:47 AM

1 | 2 | 3 | 4 | 5 | 6 | 7



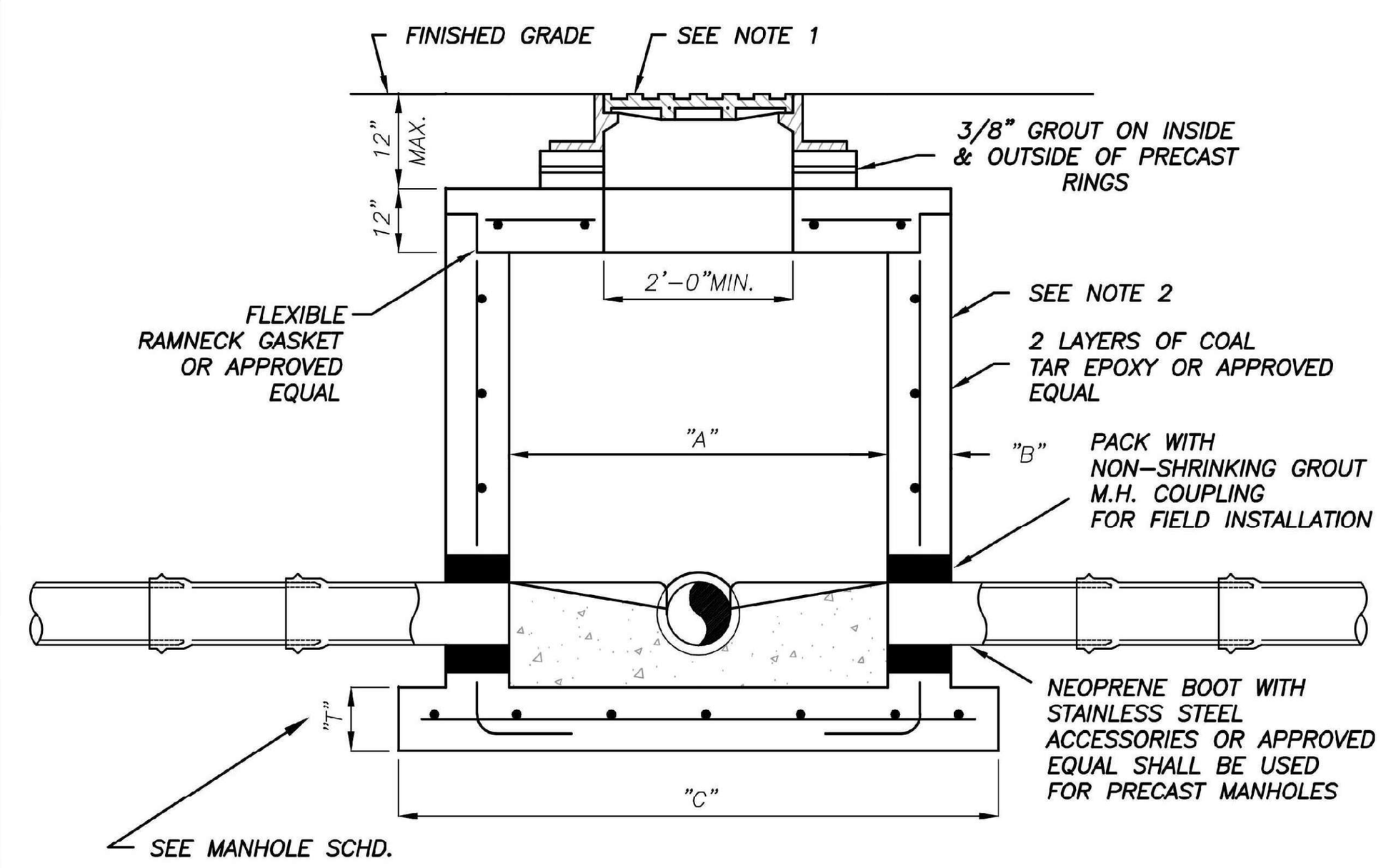
NOTE:

1) INSERTA-TEE'S ARE NOT TO BE USED DURING NEW CONSTRUCTION.
2) INSERTA-TEES ARE ONLY APPROVED FOR INSTALLATION ON 24" AND LARGER SEWER MAINS.
3) ROMAC SADDLE SHALL BE USED AS A TEMPLATE FOR DETERMINING HOLE SIZE AND LOCATION.
4) 5200 MARINE GRADE ADHESIVE SHALL BE USED TO SEAL ROMAC GASKET TO LINER
5) SEAL EXPOSED LINER TO VCP WITH HYDRAULIC CEMENT
6) ENSURE TO FOLD STRAP BACK AGAINST ITSELF PLACING FREE END BETWEEN STRAP AND PIPE. ON SMALL PIPE, IT MAY BE NECESSARY TO FOLD END TWICE.

WASTEWATER SERVICE DETAIL
(FOR LINED SEWER MAIN)
(N.T.S.)

FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY WATER/WASTEWATER ENGINEERING 1701 SOUTH 37TH STREET FT. PIERCE, FLORIDA 34947 772-466-1600

WASTEWATER SERVICE DETAIL (FOR LINED SEWER MAIN) — S-5
06-2012 | JLC | Dept. — DATE: | REVISION: | BY: | APPD:
DESIGNED: JLC | COMPUTER FILE # SEWER DETAIL 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1



PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"–24"	4'–0"	"8"	76"	8"
30"–36"	5'–0"	"8"	88"	10"
42"–48"	6'–0"	"8"	100"	12"

TYPICAL MANHOLE DIMENSIONS

NOTES:

1) MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER. U.S. FOUNDRY 170 OR APPROVED EQUAL.

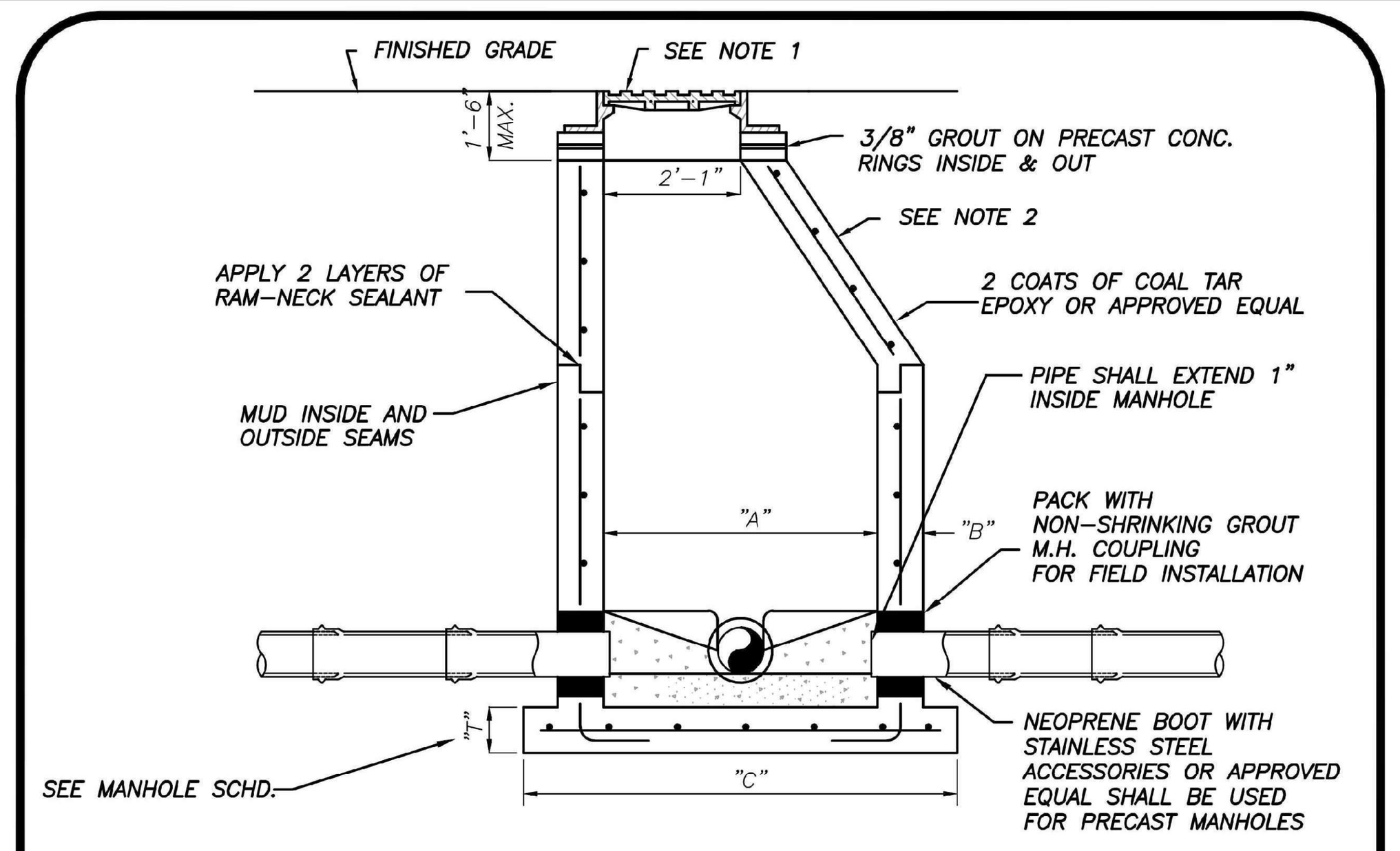
2) ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CEMENT TO BE TYPE II ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN/FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.

3) A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.

4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 12" OR LESS.

SHALLOW MANHOLE
DEPTH OF LESS THAN 5'–0"
(N.T.S.)

PRECAST MANHOLE DEPTH OF LESS THAN 5'– 0" — S-6
02–06 — DATE: | REVISION: | BY: | APPD:
DESIGNED: JLC | COMPUTER FILE # SEWER DETAIL 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1



PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"–24"	4'–0"	"8"	76"	8"
30"–36"	5'–0"	"8"	88"	10"
42"–48"	6'–0"	"8"	100"	12"

TYPICAL MANHOLE DIMENSIONS

NOTES:

1) MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER. U.S. FOUNDRY 170 OR APPROVED EQUAL.

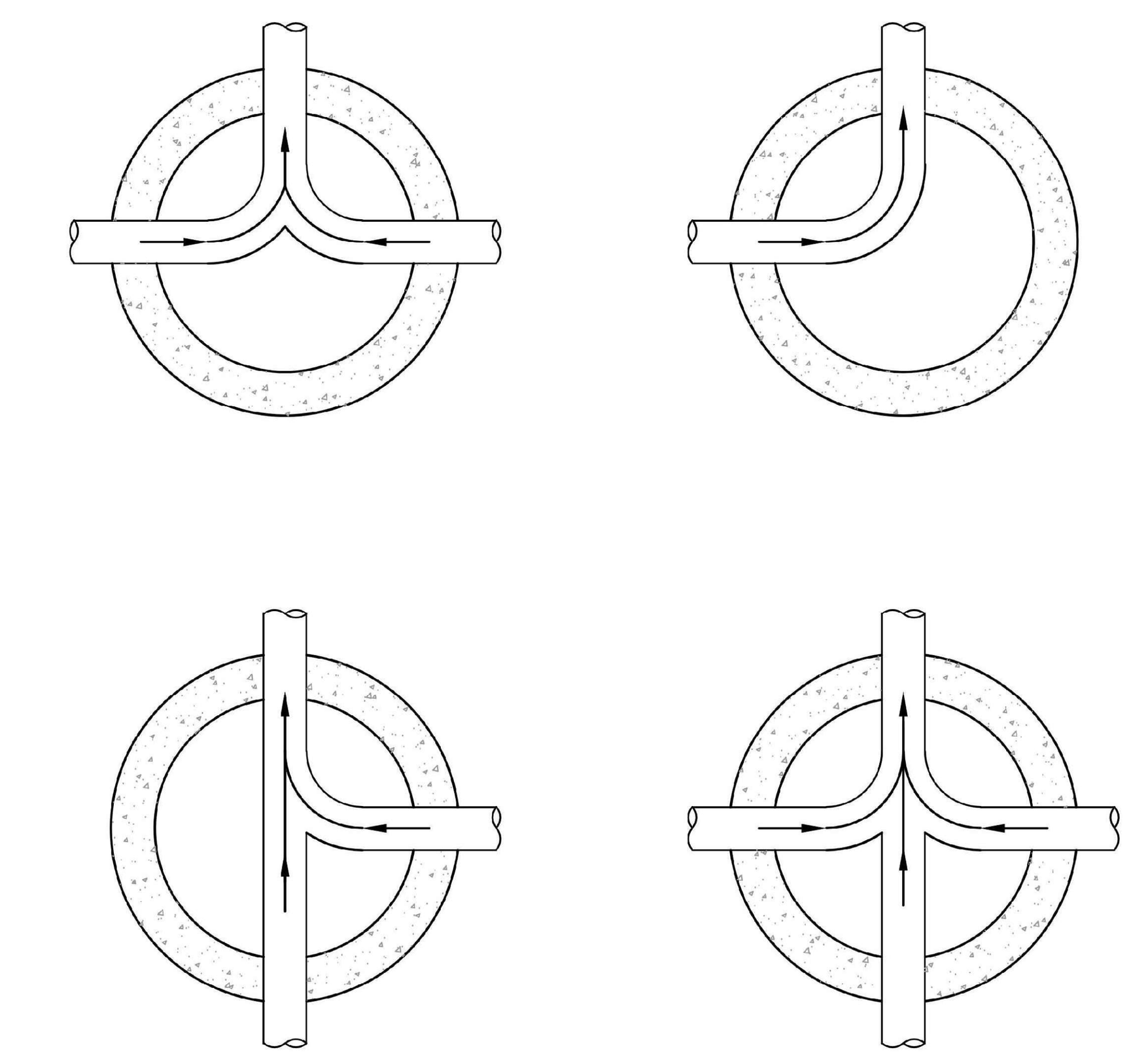
2) ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CEMENT TO BE TYPE II ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN/FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.

3) A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.

4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 12" OR LESS.

STANDARD MANHOLE
DEPTH 5'–0" AND GREATER
(N.T.S.)

PRECAST MANHOLE DEPTH 5'– 0" & GREATER — S-7
02–06 — DATE: | REVISION: | BY: | APPD:
DESIGNED: JLC | COMPUTER FILE # SEWER DETAIL 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1

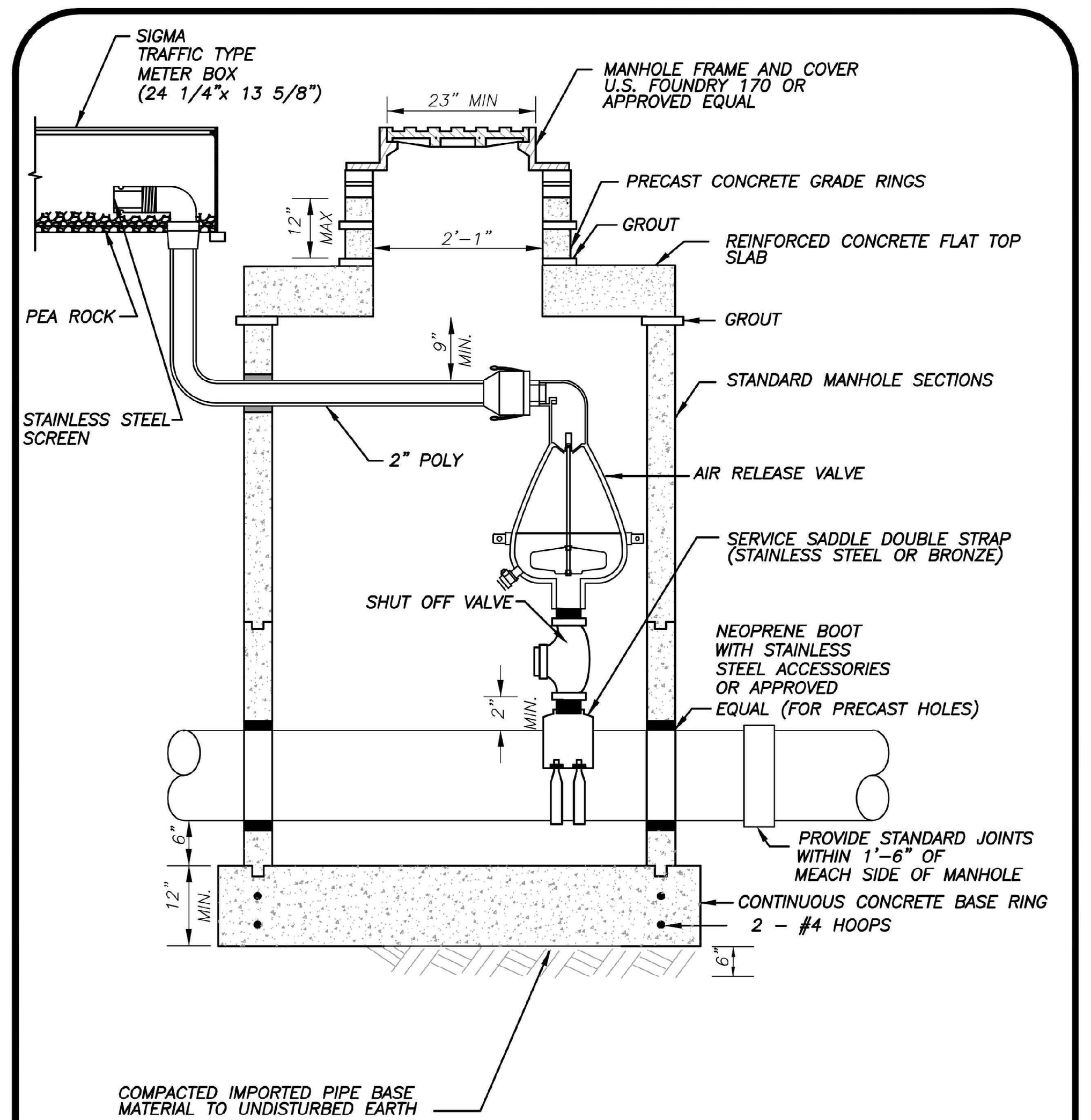


NOTES:

1) INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.

2) SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS.

FLOW PATTERNS FOR INVERT CHANNELS — S-12
DATE: | REVISION: | BY: | APPD:
DESIGNED: JJM | COMPUTER FILE # SEWER DETAIL 200602.DWG | DRAWN BY: JJM | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1



NOTES:

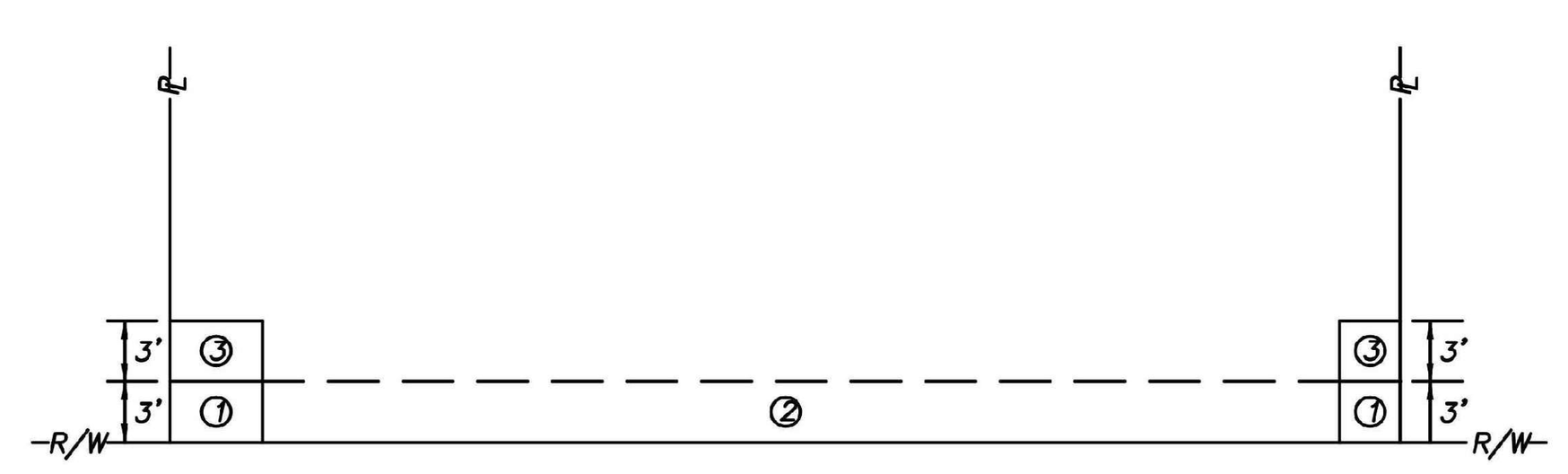
1. MANHOLE FRAME AND COVER WITH THE WORD WATER CAST IN THE COVER.

AUTOMATIC AIR RELEASE VALVE ASSEMBLY
(N.T.S.)

AUTOMATIC AIR RELEASE VALVE ASSEMBLY — S-15
03–09 | DESIGN | SLL | JLC — DATE: | REVISION: | BY: | APPD:
DESIGNED: JLC | COMPUTER FILE # COMPUTER# | DRAWN BY: SLL | SCALE: N.T.S. SCALE | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1

GENERAL POLICY

WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY. DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.



NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. WATER METER, AREA ① SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE WATER METER. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO WATER SERVICES AND METERS CAN BE CONNECTED.

2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. WATER SERVICE, WITHIN AREA ① , THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ② , OR ALONG THE PROPERTY LINES MARKED AREA ③.

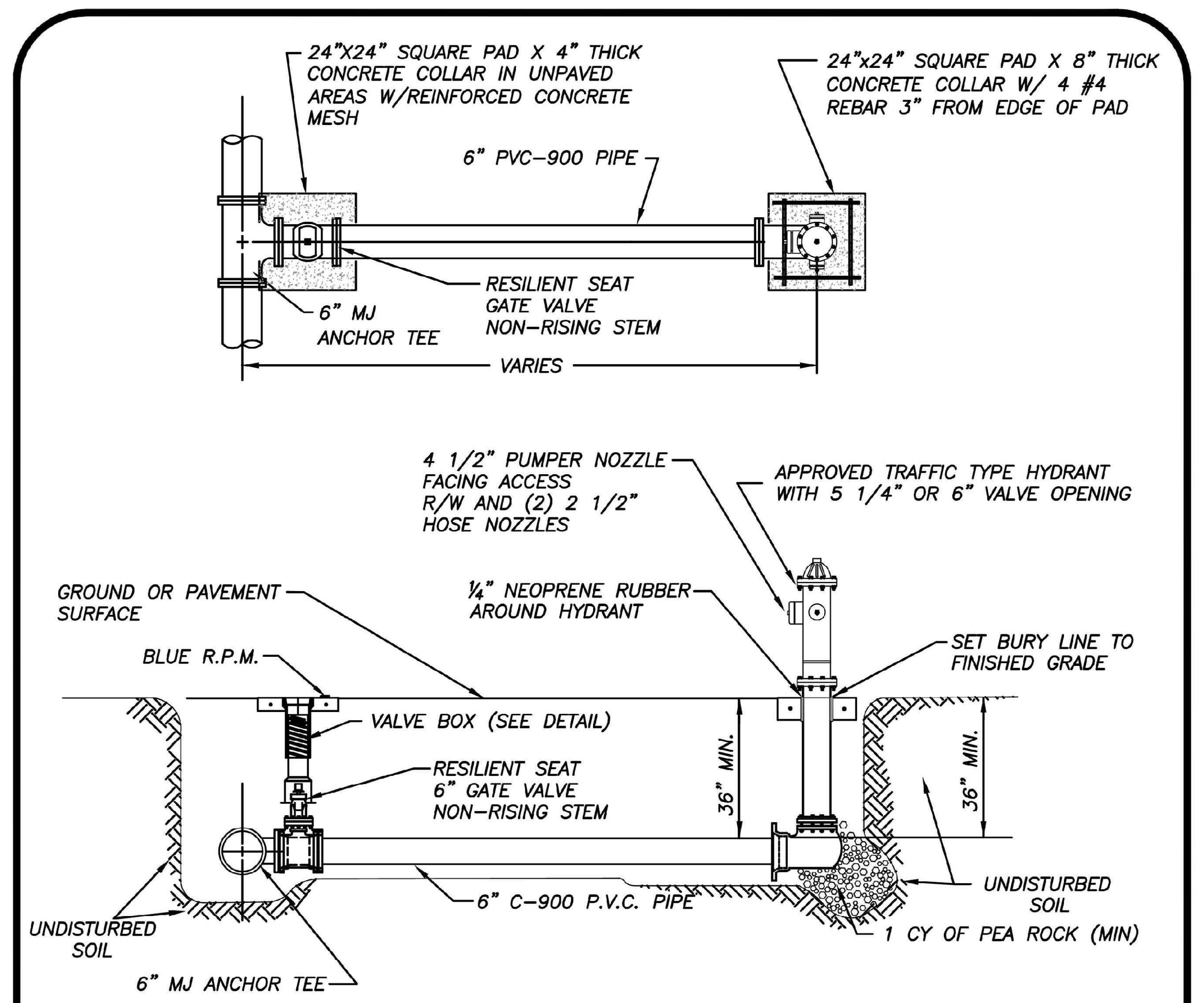
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF 6 FEET AND PREFERABLY 10 FEET.

4. ALL METERS SHALL BE INSTALLED IN AN UNRESTRICTED AREA FOLLOWING EASE OF ACCESS AND PROVIDING ADEQUATE PROTECTION.

5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

WATER METER PLACEMENT
(N.T.S.)

WATER METER PLACEMENT POLICY — W-1
03–09 | 02–15 | SLL — DATE: | REVISION: | BY: | APPD:
DESIGNED: JLC | COMPUTER FILE # WATER DETAILS 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1

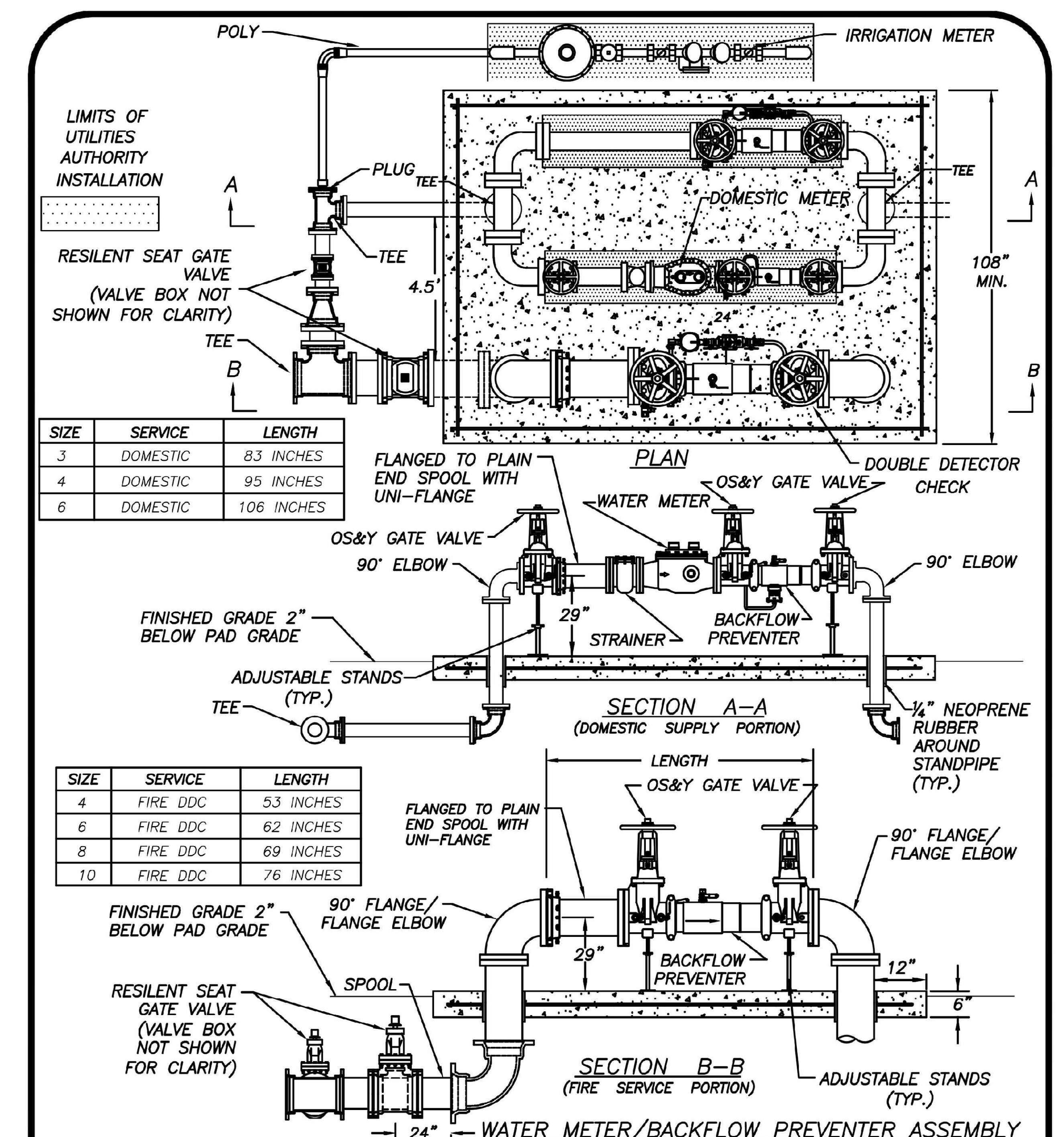


NOTES:

1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED CARNIVAL RED FROM FACTORY.
3. HEEL TO REST IN UNDISTURBED SOIL.
4. THE ONLY HYDRANTS ACCEPTABLE ARE: MUELLER SUPER CENTURION 250 OR AMERICAN DARLING B-84-B-5.
5. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
6. ALL FITTINGS SHALL BE MECHANICAL JOINT.
7. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
8. BLUE LOCATOR SHALL BE PLACED IN CENTER OF TRAVEL LANE CLOSEST TO HYDRANT.
9. ALL HYDRANT VALVE BOX COVERS SHALL BE PAINTED CARNIVAL RED.
10. LOCATE WIRE SHALL TERMINATE AT HYDRANT ISOLATION VALVE
11. HYDRANTS SHALL BE NO MORE THAN FIFTEEN FEET (15 FT.) FROM THE CURB OF ROADWAYS OR FROM THE EDGE OF PAVEMENT. CLEARANCES OF SEVEN AND ONE HALF FEET (7FT-6IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANTS, WITH FOUR FOOT (4 FT.) CLEARANCE TO THE REAR OF HYDRANTS SHALL BE MAINTAINED.

TYPICAL FIRE HYDRANT ASSEMBLY
(N.T.S.)

TYPICAL FIRE HYDRANT ASSEMBLY — W-5
03–09 | DESIGN | SLL | JLC — DATE: | REVISION: | BY: | APPD:
DESIGNED: JLC | COMPUTER FILE # WATERDETAIL.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1



SIZE	SERVICE	LENGTH
3	DOMESTIC	83 INCHES
4	DOMESTIC	95 INCHES
6	DOMESTIC	106 INCHES

SIZE	SERVICE	LENGTH
4	FIRE DDC	53 INCHES
6	FIRE DDC	62 INCHES
8	FIRE DDC	69 INCHES
10	FIRE DDC	76 INCHES

WATER METER/BACKFLOW PREVENTER ASSEMBLY
FIRE SERVICE WITH DOMESTIC SUPPLY
(N.T.S.)

NOTES:

1. LANDSCAPING IS REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 36" AROUND METER TO ALLOW MAINTENANCE WITHOUT DAMAGE TO PLANTS ETC.
2. NO SOLDER JOINTS.
3. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.
4. DOMESTIC SERVICE 2" OR LESS, USE 2" POLY STUBBED 12" ABOVE GRADE.
5. ALL CONCRETE SHALL HAVE FIBERGLASS MESH REINFORCEMENT WITH #4 REBAR 3" FROM THE OUTER PERIMETER.

WATER METER/BACKFLOW PREVENTER FIRE SERVICE WITH DOMESTIC SUPPLY PLUS IRRIGATION — W-11A
03–09 | DDC VALVE | SLL | JLC — DATE: | REVISION: | BY: | APPD:
DESIGNED: JLC | COMPUTER FILE # WATER DETAILS 200602.DWG | DRAWN BY: SLL | SCALE: N.T.S. | APPROVED: JLC | DATE: 2010
WATER/WASTEWATER ENGINEERING — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE
NUMBER | DATE | DESCRIPTION

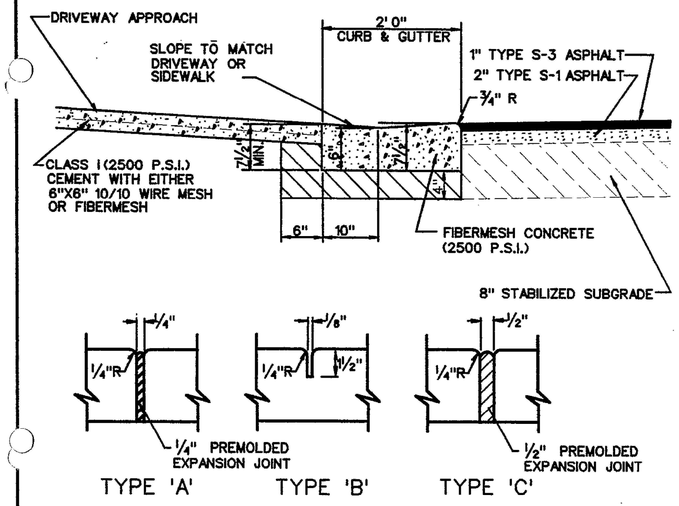
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO: 10016919
DATE ISSUED: 09/06/24
DESIGNED BY: NP
DRAWN BY: NP
CHECKED BY: GM

SHEET NAME:
DETAILS

SHEET NO:
C-804

Layout Tab Name: C-804 DETAILS
Last Saved By:pitzen, 1/8/2024 1:10:39 PM
W:\Srvin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C801-DET.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:23:50 AM



'A' At P.C. & P.T. of curves and at junction of existing and new sidewalks.

'B' 5' center to center on new sidewalks and 10' center to center on new curb and gutter

'C' Where new sidewalk abuts concrete curbs, driveway and similar structures.

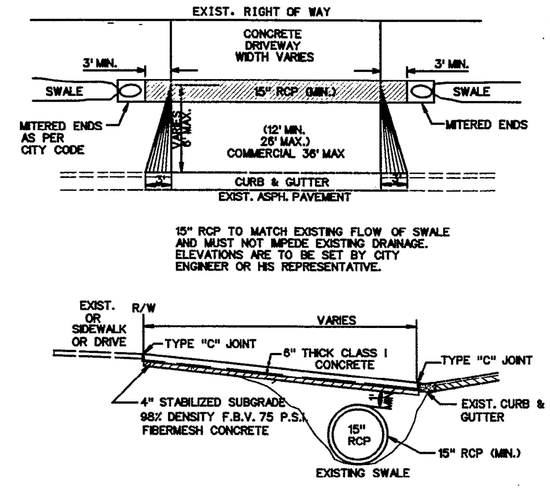
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

CONCRETE DRIVEWAY CURB WITH JOINT DETAILS

REVISIONS

SHEET No. D2

SCALE: N.T.S. | ISSUED AUGUST 1998



GENERAL DRIVEWAY CONSTRUCTION NOTES:

1. CONCRETE STRENGTH TO BE 2500 P.S.I. AT 28 DAYS.
2. SUBBASE TO BE 98% DENSITY - F.B.V. 75 P.S.I.
3. THE CONCRETE SHALL BE GIVEN A BROOM FINISH.
4. 15" RCP MINIMUM PIPE SIZE TO BE USED, AND MUST BE 1' BELOW DRIVEWAY.
5. SEE MITERED END DETAILS FOR SPECIFICATIONS ON MITERED ENDS (REQUIRED BY CITY CODE).

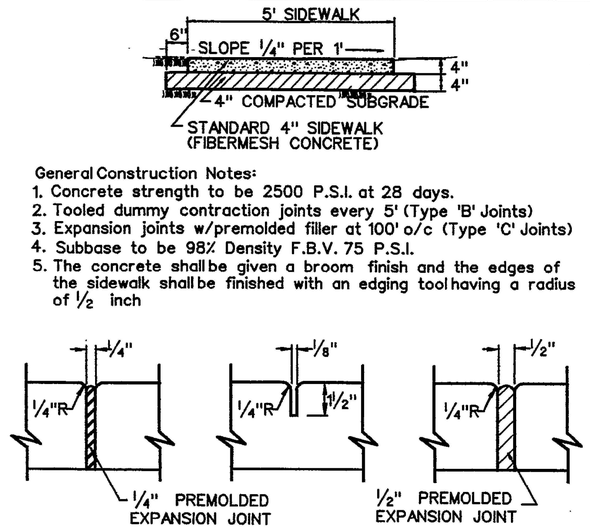
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

DRIVEWAY DETAILS

REVISIONS

SHEET No. D3

SCALE: N.T.S. | ISSUED AUGUST 1998



General Construction Notes:

1. Concrete strength to be 2500 P.S.I. at 28 days.
2. Tooled dummy contraction joints every 5' (Type 'B' Joints)
3. Expansion joints w/premolded filler at 100' o/c (Type 'C' Joints)
4. Subbase to be 98% Density F.B.V. 75 P.S.I.
5. The concrete shall be given a broom finish and the edges of the sidewalk shall be finished with an edging tool having a radius of ½ inch

'A' At P.C. & P.T. of curves and at junction of existing and new sidewalks.

'B' 5' center to center on new sidewalks and 10' center to center on new curb and gutter

'C' Where new sidewalk abuts concrete curbs, driveway and similar structures.

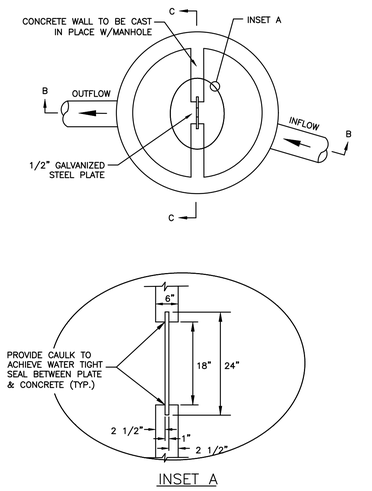
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPICAL 4" SIDEWALK DETAIL

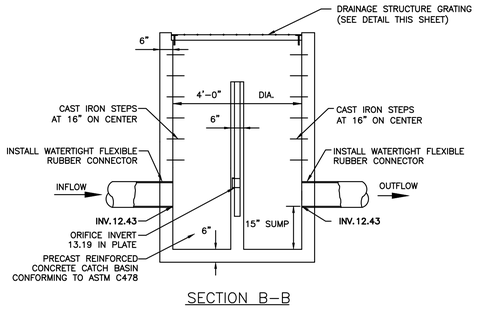
REVISIONS

SHEET No. SW2

SCALE: N.T.S. | ISSUED AUGUST 1998



INSET A

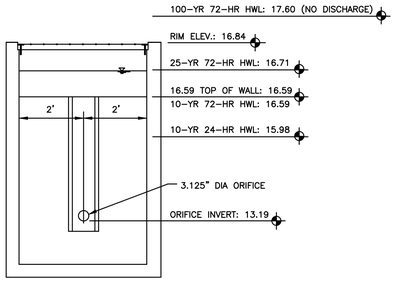


SECTION B–B

NOTES:

ALL CONNECTIONS TO EXISTING AND PROPOSED MANHOLES WATERTIGHT AND CONFORM TO ASTM C-923.

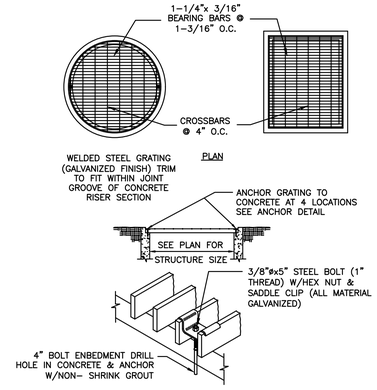
STRUCTURES WITH DEPTHS GREATER THAN 5' (FROM RIM TO INVERT) REQUIRE MANHOLE STEPS (16" C/C) ON EITHER SIDE OF THE RESTRICTOR PLATE



SECTION C–C

RIM ELEV.	16.84
TOP OF WALL	16.59
100 YEAR HWL	17.60
ORIFICE INVERT	13.19
ORIFICE DIAMETER	3.125"

OUTLET CONTROL STRUCTURE
NTS



ANCHOR DETAIL

OUTLET CONTROL STRUCTURE GRATING
NTS

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

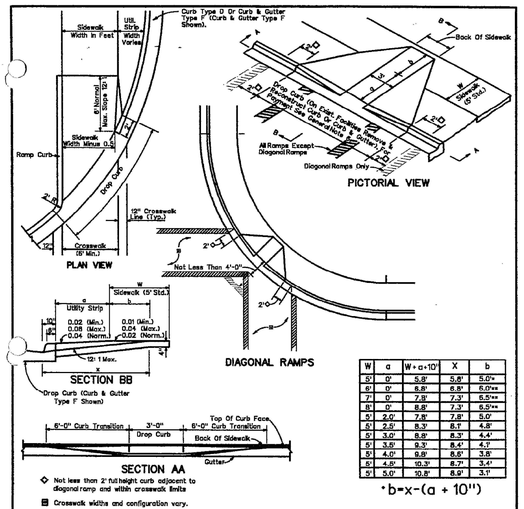
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
DETAILS

SHEET NO:
C-805

Layout Tab Name: C-805 DETAILS
Last Saved By:tzen, 1/8/2024 1:10:39 PM
W:\Sivil\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C801-DET.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:23:52 AM



W	a	W+a+10"	X	b
5'	0'	5.8'	5.8'	5.0'*
6'	0'	6.8'	6.8'	6.0'*
7'	0'	7.8'	7.3'	6.5'**
8'	0'	8.8'	7.3'	6.5'**
5'	2.0'	7.8'	7.8'	5.0'
5'	2.5'	8.3'	8.1'	4.8'
5'	3.0'	8.8'	8.3'	4.4'
5'	3.5'	9.3'	8.4'	4.1'
5'	4.0'	9.8'	8.6'	3.8'
5'	4.5'	10.3'	8.7'	3.4'
5'	5.0'	10.8'	8.9'	3.1'

*b=x-(a + 10")

◇ Not less than 2' full height curb adjacent to diagonal ramp and width crosswalk limits

▣ Crosswalk widths and configuration vary.

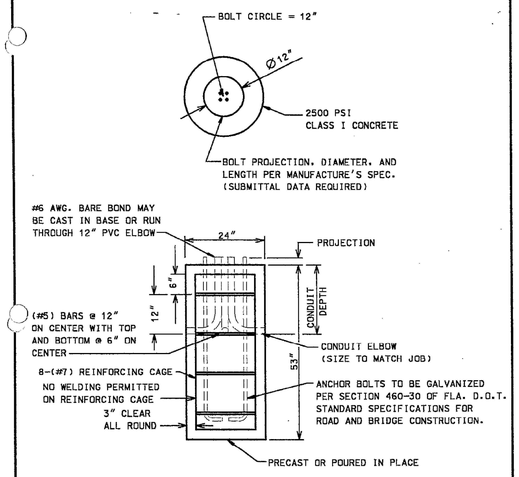
b=Distance from front edge of sidewalk to back point of 12:1 slope.
*=Back of sidewalk drop required for all sidewalk slopes.
**=Back of sidewalk drop required for sidewalk slopes 0.04 and part 0.02.

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

HANDICAP RAMPS

REVISIONS: BAR 4/10/01

SCALE: N.T.S. | ISSUED AUGUST 1998 | SHEET No. SW5

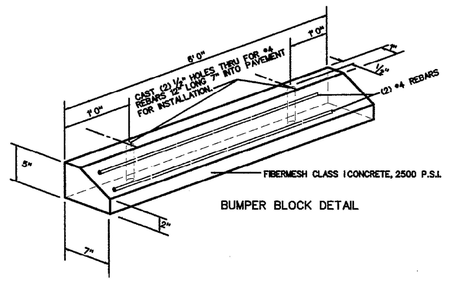


CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

DECORATIVE POLE CONCRETE FOUNDATION DETAIL

REVISIONS

SCALE: N.T.S. | ISSUED OCTOBER 2000 | SHEET No. SW8



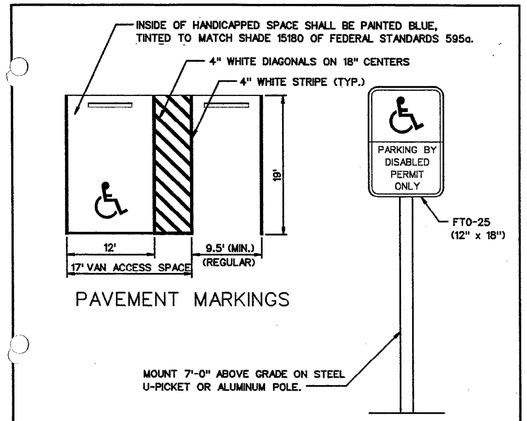
BUMPER BLOCK DETAIL

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

BUMPER BLOCK DETAIL

REVISIONS

SCALE: N.T.S. | ISSUED AUGUST 1998 | SHEET No. PL1



PAVEMENT MARKINGS

HANDICAPPED PARKING SIGN

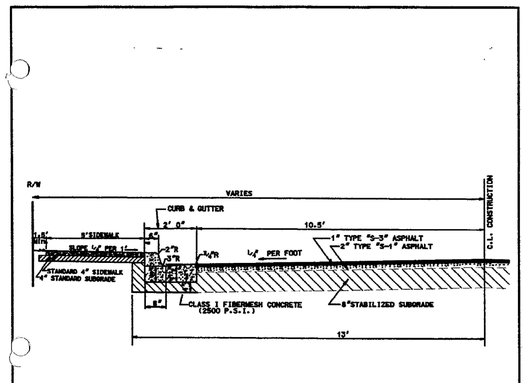
NOTE:
FOR PARKING REQUIREMENTS SEE FORT PIERCE CODE.

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

HANDICAPPED AND REGULAR PARKING DETAIL

REVISIONS

SCALE: N.T.S. | ISSUED AUGUST 1998 | SHEET No. PL2

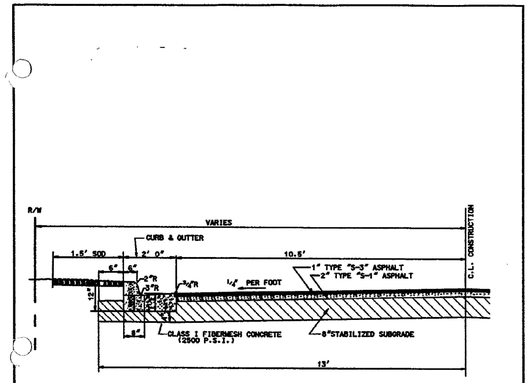


CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

PAVEMENT WITH CURB & GUTTER AND SIDEWALK

REVISIONS

SCALE: N.T.S. | ISSUED AUGUST 1998 | SHEET No. PV2

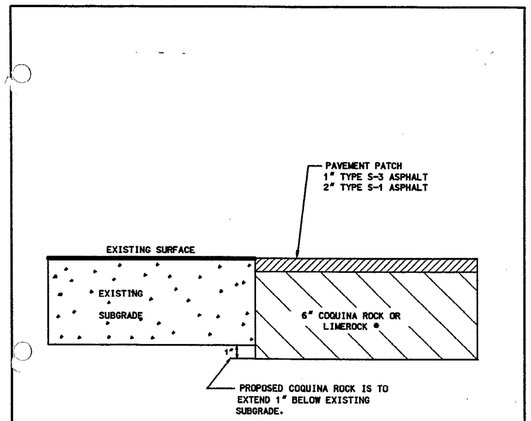


CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

PAVEMENT WITH CURB & GUTTER

REVISIONS

SCALE: N.T.S. | ISSUED AUGUST 1998 | SHEET No. PV3

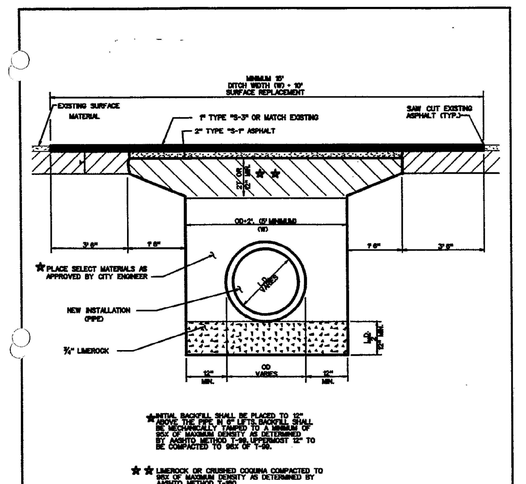


CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

PAVEMENT PATCHING

REVISIONS

SCALE: N.T.S. | ISSUED AUGUST 1998 | SHEET No. PV4



CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

PAVEMENT RESTORATION DETAIL WITH TRENCH

REVISIONS

SCALE: N.T.S. | ISSUED AUGUST 1998 | SHEET No. PV7

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

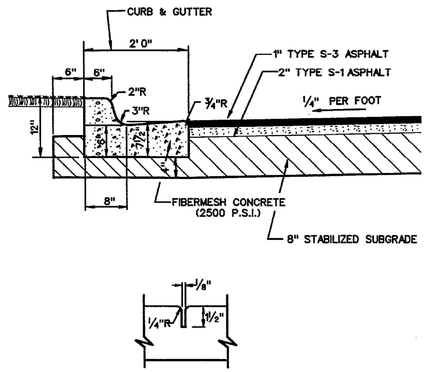
PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
DETAILS

SHEET NO:
C-806

Layout Tab Name: C-806 DETAILS
Last Saved By:pitzen, 1/8/2024 1:10:39 PM
W:\Sirvin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C801-DET.dwg Plotted
Drawing Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:23:55 AM



10' center to center on new curb and gutter

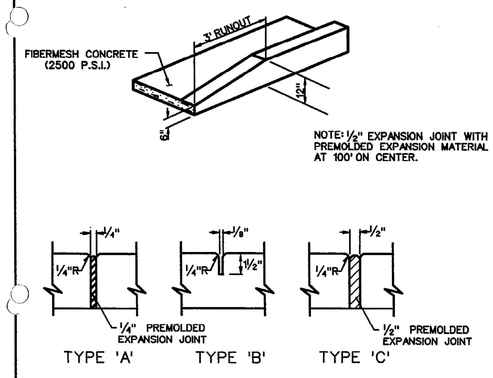
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPE F CURB & GUTTER WITH JOINT DETAILS

REVISIONS

SHEET No. CG3

SCALE: N.T.S. | ISSUED AUGUST 1998



'A' At P.C. & P.T. of curves and at junction of existing and new sidewalks.

'B' 5' center to center on new sidewalks and 10' center to center on new curb and gutter

'C' Where new sidewalk abuts concrete curbs, driveway and similar structures.

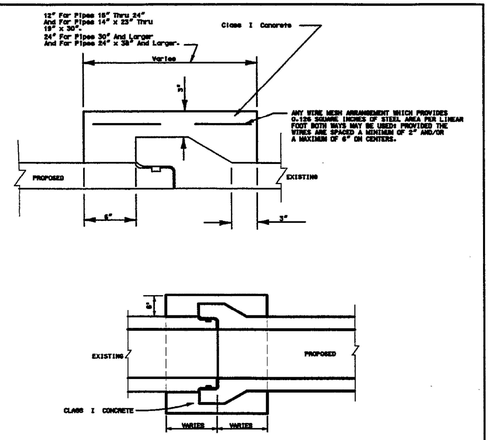
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TERMINAL CURB DETAIL WITH JOINT DETAILS

REVISIONS

SHEET No. CG4

SCALE: N.T.S. | ISSUED AUGUST 1998



(ALL PIPE SIZES)

BELL AND SPIGOT

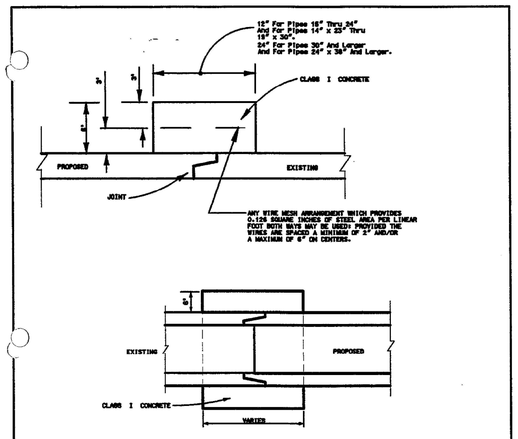
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

BELL AND SPIGOT JOINT DETAIL

REVISIONS

SHEET No. DRA 1

SCALE: N.T.S. | ISSUED AUGUST 1998



TONGUE & GROOVE

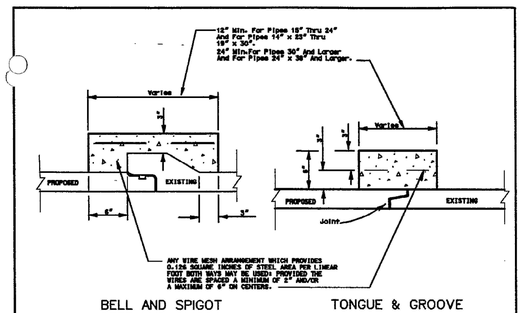
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TONGUE AND GROOVE JOINT DETAIL

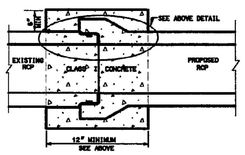
REVISIONS

SHEET No. DRA 2

SCALE: N.T.S. | ISSUED AUGUST 1998



BELL AND SPIGOT TONGUE & GROOVE



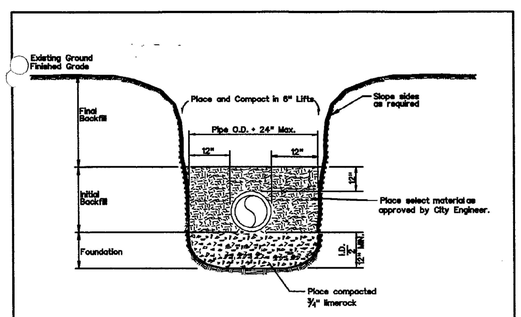
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

CONCRETE COLLAR JOINT DETAIL

REVISIONS

SHEET No. DRA 3

SCALE: N.T.S. | ISSUED AUGUST 1998



General Construction Notes:

1. All trenching shall comply with the requirements of the Florida Trench Safety Act.
2. Foundation -¾" LIMEROCK a minimum of 12" in depth.
3. Initial backfill - The material placed to 12" above the pipe shall be placed in six inch layers and compacted with mechanical tampers to at least 95% maximum density as determined by AASHTO T-99.
4. Final Backfill - To be placed in layers not to exceed one foot in thickness and compacted with appropriate equipment to at least 95% maximum density as determined by AASHTO T-99

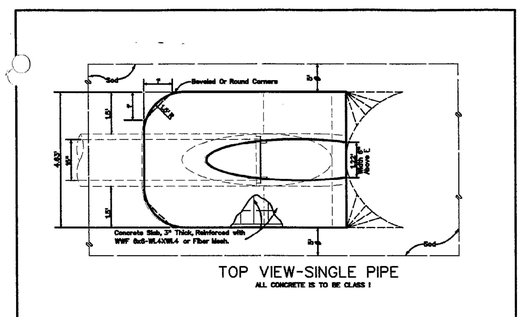
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TRENCH DETAIL

REVISIONS

SHEET No. DRA 4

SCALE: N.T.S. | ISSUED AUGUST 1998



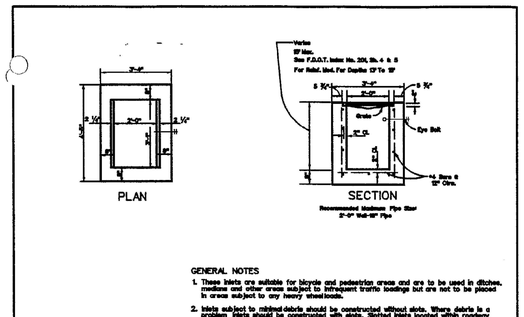
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

MITERED END DETAIL

REVISIONS

SHEET No. DRA 5

SCALE: N.T.S. | ISSUED AUGUST 1998



CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPE "C" INLET

REVISIONS

SHEET No. DRA 6

SCALE: N.T.S. | ISSUED AUGUST 1998

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

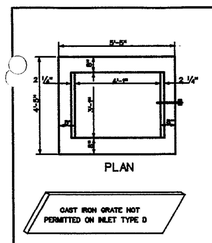
WOODSPRING SUITES - FT. PIERCE

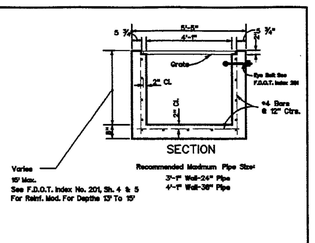
PROJECT NO: 10016919
DATE ISSUED: 09/06/24
DESIGNED BY: NP
DRAWN BY: NP
CHECKED BY: GM

SHEET NAME:
DETAILS

SHEET NO:
C-807

Layout Tab Name: C-807 DETAILS
Last Saved By:jtzen, 1/8/2024 1:10:39 PM
W:\Svln\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C801-DET.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:23:58 AM





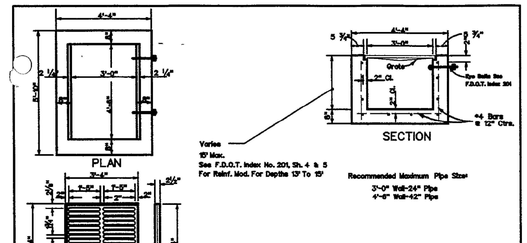
GENERAL NOTES

1. These inlets are suitable for bicycle and pedestrian areas and are to be used in ditches, medians and other areas subject to infrequent traffic loadings but are not to be placed in areas subject to any heavy wheelloads.
2. Inlets subject to minimal debris should be constructed without slots. Where debris is a problem inlets should be constructed with slots. Slotted inlets located within roadway clear zones and in areas accessible to pedestrians shall have traversable slots. The traversable slot modification is not adaptable to Inlet Type H. Slots may be constructed at either or both ends as shown on plans.
3. Steel grates are to be used on all inlets where bicycle traffic is anticipated. Steel grates are to be used on all inlets with traversable slots. Either cast iron or steel grates may be used on inlets without slots where bicycle traffic is not anticipated. Either cast iron or steel grates may be used on all inlets with non-traversable slots. Subject to the selection described above, when Alternate G grate is specified in the plans, either the steel grate, hot dipped galvanized after fabrication, or the cast iron grate may be used, unless the plans stipulate the particular type.
4. Recommended maximum pipe sizes shown are for concrete pipe. Pipe sizes larger than those recommended must be checked for fit.
5. All exposed corners and edges of concrete are to be chamfered ¾".
6. Pavement to be used on inlets without slots and inlets with non-traversable slots only when called for in the plans but required on all traversable slot inlets. Cost to be included in contract unit price for inlets. Quantities shown are for information only.
7. Traversable slots constructed in existing inlets shall be paid for as inlets partial, and shall include the cost for slot openings, paving and any required replacement grates.
8. Sodding to be used on all inlets not located in paved areas and paid for under contract unit price for Sodding SY.
9. For supplementary details see F.D.O.T. Specifications Index No. 201.

NOTICE: Steel Grates Are Required On Inlets With Traversable Slots And On Inlets where Bicycle Traffic Is Anticipated.

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPE "D" INLET	REVISIONS
SCALE: N.T.S. | ISSUED AUGUST 1998	SHEET No. DRA 7

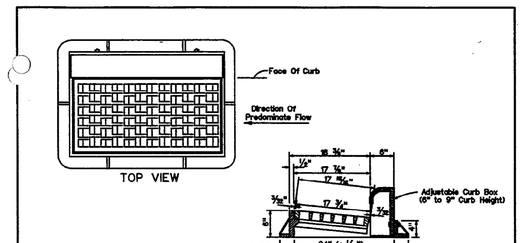


GENERAL NOTES

1. These inlets are suitable for bicycle and pedestrian areas and are to be used in ditches, medians and other areas subject to infrequent traffic loadings but are not to be placed in areas subject to any heavy wheelloads.
2. Inlets subject to minimal debris should be constructed without slots. Where debris is a problem inlets should be constructed with slots. Slotted inlets located within roadway clear zones and in areas accessible to pedestrians shall have traversable slots. The traversable slot modification is not adaptable to Inlet Type H. Slots may be constructed at either or both ends as shown on plans.
3. Steel grates are to be used on all inlets where bicycle traffic is anticipated. Steel grates are to be used on all inlets with traversable slots. Either cast iron or steel grates may be used on inlets without slots where bicycle traffic is not anticipated. Either cast iron or steel grates may be used on all inlets with non-traversable slots. Subject to the selection described above, when Alternate G grate is specified in the plans, either the steel grate, hot dipped galvanized after fabrication, or the cast iron grate may be used, unless the plans stipulate the particular type.
4. Recommended maximum pipe sizes shown are for concrete pipe. Pipe sizes larger than those recommended must be checked for fit.
5. All exposed corners and edges of concrete are to be chamfered ¾".
6. Pavement to be used on inlets without slots and inlets with non-traversable slots only when called for in the plans but required on all traversable slot inlets. Cost to be included in contract unit price for inlets. Quantities shown are for information only.
7. Traversable slots constructed in existing inlets shall be paid for as inlets partial, and shall include the cost for slot openings, paving and any required replacement grates.
8. Sodding to be used on all inlets not located in paved areas and paid for under contract unit price for Sodding SY.
9. For supplementary details see F.D.O.T. Specifications Index No. 201.

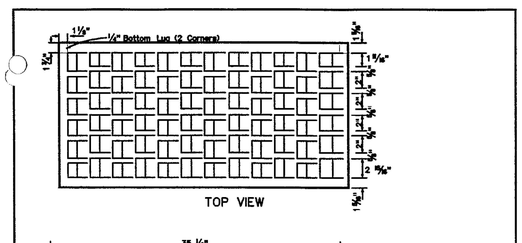
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPE "E" INLET	REVISIONS
SCALE: N.T.S. | ISSUED AUGUST 1998	SHEET No. DRA 8



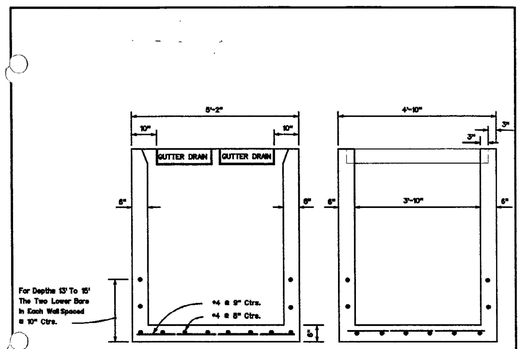
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

CURB INLET FRAME AND GRATE DETAIL	REVISIONS
SCALE: N.T.S. | ISSUED AUGUST 1998	SHEET No. DRA 9



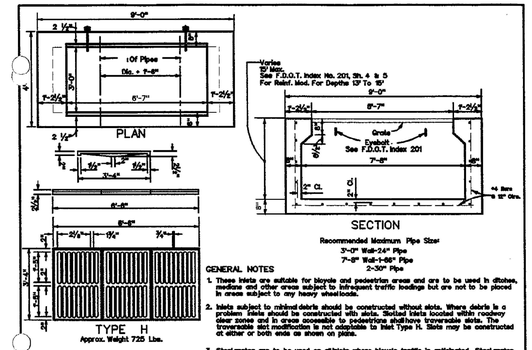
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

CURB INLET GRATE DETAIL	REVISIONS
SCALE: N.T.S. | ISSUED AUGUST 1998	SHEET No. DRA 10



CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPE B INLET BOTTOM	REVISIONS
SCALE: N.T.S. | ISSUED AUGUST 1998	SHEET No. DRA 11

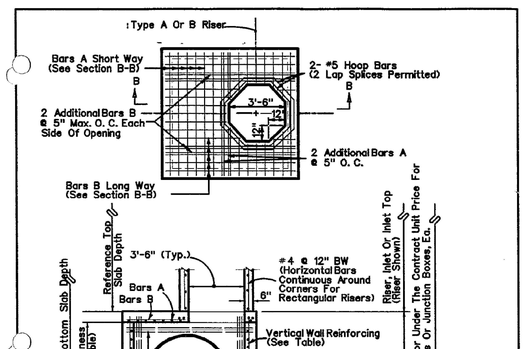


GENERAL NOTES

1. These inlets are suitable for bicycle and pedestrian areas and are to be used in ditches, medians and other areas subject to infrequent traffic loadings but are not to be placed in areas subject to any heavy wheelloads.
2. Inlets subject to minimal debris should be constructed without slots. Where debris is a problem inlets should be constructed with slots. Slotted inlets located within roadway clear zones and in areas accessible to pedestrians shall have traversable slots. The traversable slot modification is not adaptable to Inlet Type H. Slots may be constructed at either or both ends as shown on plans.
3. Steel grates are to be used on all inlets where bicycle traffic is anticipated. Steel grates are to be used on all inlets with traversable slots. Either cast iron or steel grates may be used on inlets without slots where bicycle traffic is not anticipated. Either cast iron or steel grates may be used on all inlets with non-traversable slots. Subject to the selection described above, when Alternate G grate is specified in the plans, either the steel grate, hot dipped galvanized after fabrication, or the cast iron grate may be used, unless the plans stipulate the particular type.
4. Recommended maximum pipe sizes shown are for concrete pipe. Pipe sizes larger than those recommended must be checked for fit.
5. All exposed corners and edges of concrete are to be chamfered ¾".
6. Pavement to be used on inlets without slots and inlets with non-traversable slots only when called for in the plans but required on all traversable slot inlets. Cost to be included in contract unit price for inlets. Quantities shown are for information only.
7. Traversable slots constructed in existing inlets shall be paid for as inlets partial, and shall include the cost for slot openings, paving and any required replacement grates.
8. Sodding to be used on all inlets not located in paved areas and paid for under contract unit price for Sodding SY.
9. For supplementary details see F.D.O.T. Specifications Index No. 201.

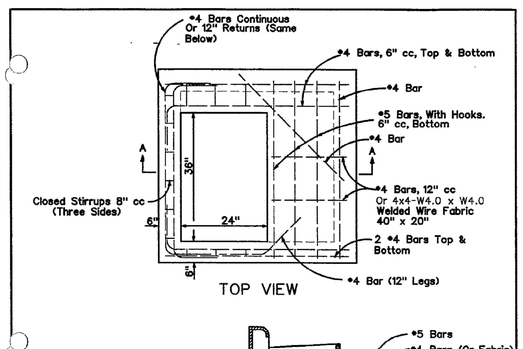
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPE "H" INLET	REVISIONS
SCALE: N.T.S. | ISSUED AUGUST 1998	SHEET No. DRA 12



CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPE J AND P STRUCTURES SHEET 1 OF 4	REVISIONS
SCALE: N.T.S. | ISSUED AUGUST 1998	SHEET No. DRA 13



CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPE J AND P STRUCTURES SHEET 2 OF 4	REVISIONS
SCALE: N.T.S. | ISSUED AUGUST 1998	SHEET No. DRA 14

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

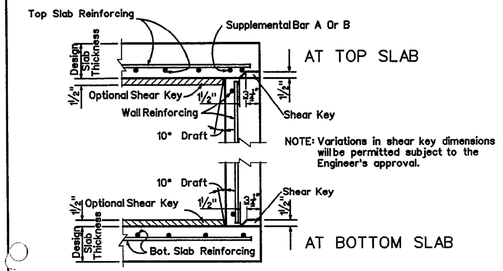
WOODSPRING SUITES - FT. PIERCE

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
DETAILS

SHEET NO:
C-808

Layout Tab Name: C-808 DETAILS
Last Saved By:pitzen, 1/8/2024 1:10:39 PM
W:\Srvin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.046.06_Ft. Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C801-DET.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:24:01 AM



SLAB TO WALL DETAILS

FOR PRECAST ALTERNATE

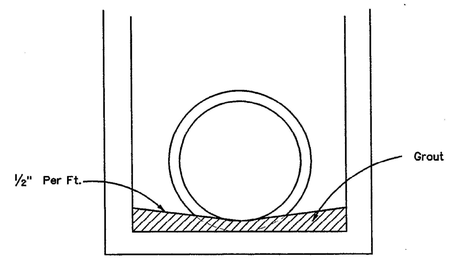
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPE J AND P STRUCTURES SHEET 3 OF 4		REVISIONS
SCALE: N.T.S.	ISSUED AUGUST 1998	SHEET No. DRA 15

1. Wall thickness and reinforcement are for either reinforced cast-in-place or precast concrete units except that precast circular units may be furnished with walls in accordance with either A.S.T.M. C-478 (up to 96" diameter) or A.S.T.M. C-76, Class III, B Wall, modified where the elliptical steel cage area is placed in the center one-third of the wall.
2. Top and floor slab thickness and reinforcement are for precast and cast in place construction. Top and floor slabs shall be of Class II concrete. Concrete as specified in A.S.T.M. C-478 (4000 psi) may be used in lieu of Class I and Class II concrete in precast items manufactured in plants which are under the 'Standard Operating Procedures' for the inspection of precast drainage products.
3. All reinforcement shall be A.S.T.M. A615, Grade 60 or 65 KSI welded wire fabric, either smooth or deformed.
4. Rectangular structures may be rotated as directed by the Engineer in order to facilitate connections between the structure walls and storm sewer pipes.
5. Except when ACI hooks are specifically required, embedment hooks in the top and bottom slabs may be replaced with straight embedments or peripheral reinforcement in accordance with the reinforcement detail shown under 'Rebar Straight End Embedment Or Peripheral Reinforcement In Lieu of ACI Standard Hooks For Top And Bottom Slabs'.
6. All steel bars shall have 1 1/2" minimum cover unless otherwise shown. Horizontal steel in rectangular structures shall be lapped a minimum of 24 bar diameters at corners.
7. The corner fillets shown are necessary for rectangular structures used with circular risers and inlet throats and used on skew with rectangular risers, inlet and inlet throats. Fillets will be required in lieu of the bottom slab of the Alt. B riser when used with the Alt. A box. Each fillet shall be reinforced with 2- #5 bars.
8. Structures with depths over 14' are to be checked for floatation by designer of project drainage.
9. Units larger than specified standard may be substituted at the contractor's option when these units will not cause or increase the severity of utility conflicts. Such larger units shall be furnished at no additional cost to the CITY. Larger Alternate A units cannot replace Alternate B units without approval of the Engineer.

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

NOTES FOR TYPE J AND P STRUCTURES SHEET 4 OF 4		REVISIONS
SCALE: N.T.S.	ISSUED AUGUST 1998	SHEET No. DRA 16

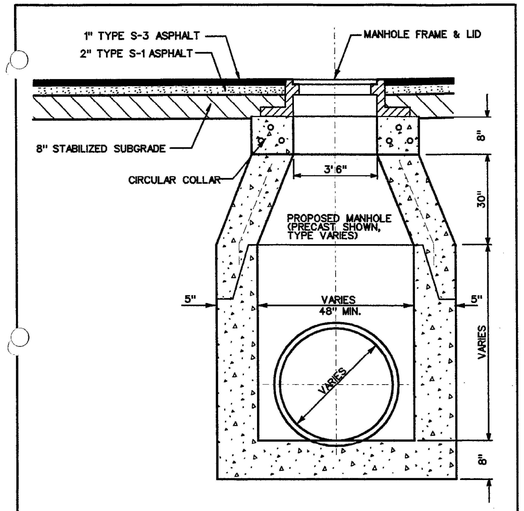


Note: Grout to consist of 3:1 Sand-Cement Mixture or any Class Concrete.

FOR ALL STRUCTURES UNLESS EXCLUDED BY SPECIAL DETAIL

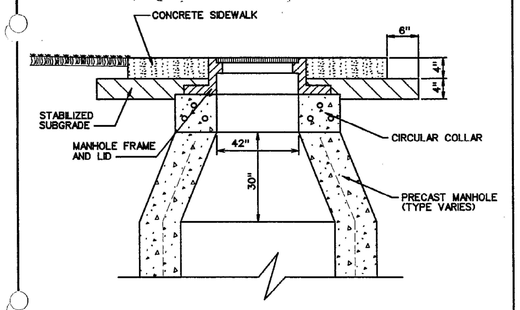
CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

DRAINAGE STRUCTURE INVERT		REVISIONS
SCALE: N.T.S.	ISSUED AUGUST 1998	SHEET No. DRA 20



CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

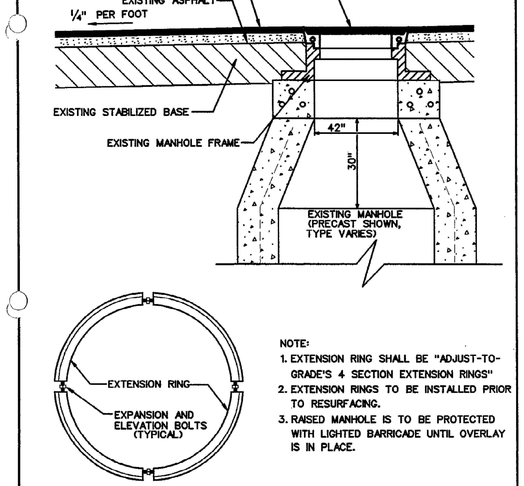
STORM SEWER MANHOLE IN ROAD-WAY		REVISIONS
SCALE: N.T.S.	ISSUED AUGUST 1998	SHEET No. DRA 23



NOTE:
IF EXTENSION RING IS REQUIRED, WORK THIS DETAIL TOGETHER WITH EXTENSION RING DETAIL. (SEE DETAIL *)

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

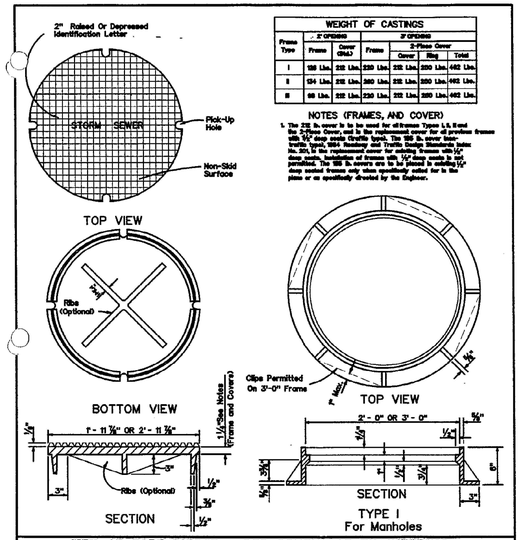
MANHOLE IN SIDEWALK DETAIL		REVISIONS
SCALE: N.T.S.	ISSUED AUGUST 1998	SHEET No. DRA 24



NOTE:
1. EXTENSION RING SHALL BE "ADJUST-TO-GRADE'S 4 SECTION EXTENSION RINGS"
2. EXTENSION RINGS TO BE INSTALLED PRIOR TO RESURFACING.
3. RAISED MANHOLE IS TO BE PROTECTED WITH LIGHTED BARRICADE UNTIL OVERLAY IS IN PLACE.

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

EXTENSION RING DETAIL		REVISIONS
SCALE: N.T.S.	ISSUED AUGUST 1998	SHEET No. DRA 25

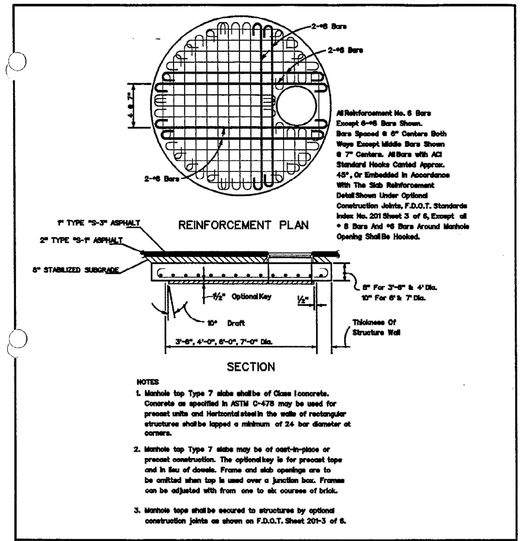


WEIGHT OF CASTINGS					
Frame Type	2' OPENING		3' OPENING		
	Frame	Cover (Slab)	Frame	3-Piece Cover	
				Cover	Ring	Total
I	198 Lbs.	212 Lbs.	329 Lbs.	212 Lbs.	329 Lbs.	482 Lbs.
II	134 Lbs.	212 Lbs.	360 Lbs.	212 Lbs.	329 Lbs.	482 Lbs.
III	98 Lbs.	212 Lbs.	250 Lbs.	212 Lbs.	329 Lbs.	482 Lbs.

NOTES (FRAMES, AND COVER)
1. The 22¾ lb cover is to be used for all types Type I, II, and the 3-Piece Cover, and is the replacement cover for all previous frames with 3/4" deep seats Oraflo type). The 155 lb. cover (solid-type), 654 Tamkoy and Traffic Design Materials (also No. 210.1) for replacement cover for 3072's frames with 1/2" deep seats. Inserts or frames with 3072's seats to be replaced. The 155 lb. cover is to be used with existing 654 frames only. A cover of a new or modified profile to be approved and is subject to the approval of the Engineer.

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

MANHOLE COVER DETAIL		REVISIONS
SCALE: N.T.S.	ISSUED AUGUST 1998	SHEET No. DRA 26



All Reinforcement No. 6 Bars Except 6-#6 Bars Shown. Bars Spaced 6" Centers Both Ways Except Middle Bars Shown @ 7" Centers. All Bars with ACI Standard Hooks Canted Approx. 45°, Or Embedded In Accordance With The Slab Reinforcement Detail Shown Under Optional Construction Joints, F.D.O.T. Standards Index No. 201 Sheet 3 of 5, Except all * 5 Bars And *6 Bars Around Manhole Opening Shall Be Hooked.

NOTES
1. Manhole top Type 7 slabs shall be of Class I concrete. Concrete as specified in ASTM C-478 may be used for precast units and Horizontal steel in the walls of rectangular structures shall be lapped a minimum of 24 bar diameter at corners.
2. Manhole top Type 7 slabs may be of cast-in-place or precast construction. The optional key is for precast tops and in lieu of dowels. Frame and slab openings are to be omitted when top is used over a junction box. Frames can be adjusted with from one to six courses of brick.
3. Manhole tops shall be secured to structures by optional construction joints as shown on F.D.O.T. Sheet 201-3 of 6.

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

MANHOLE TOP TYPE 7 (TRAFFIC)		REVISIONS
SCALE: N.T.S.	ISSUED AUGUST 1998	SHEET No. DRA 27

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

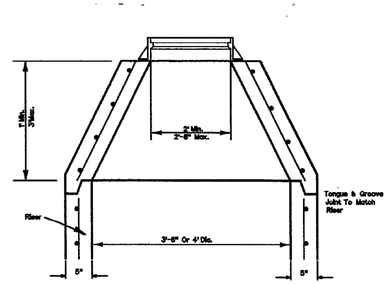
WOODSPRING SUITES - FT. PIERCE

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
DETAILS

SHEET NO:
C-809

Layout Tab Name: C-809 DETAILS
Last Saved By:pitzen, 1/8/2024 1:10:39 PM
W:\Srvn\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C801-DET.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:24:03 AM



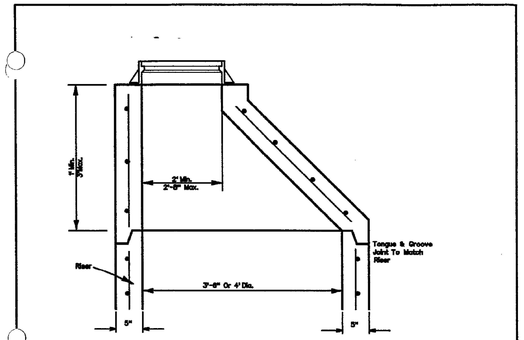
PRECAST CONCENTRIC CONE

NOTES

1. Manhole top Type S may be of cast-in-place or precast concrete construction or brick construction. For concrete construction, the concrete and steel reinforcement shall be the same as the supporting wall unit. An eccentric cone may be used.
2. Manhole tops shall be secured to structures by optional construction joints as shown on F.D.O.T. Standards Index 201 Sheet 3 of 6.

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPE "8" MANHOLE TOP PRECAST CONCENTRIC CONE	REVISIONS
SCALE: N.T.S. | ISSUED AUGUST 1998	SHEET No. DRA 28



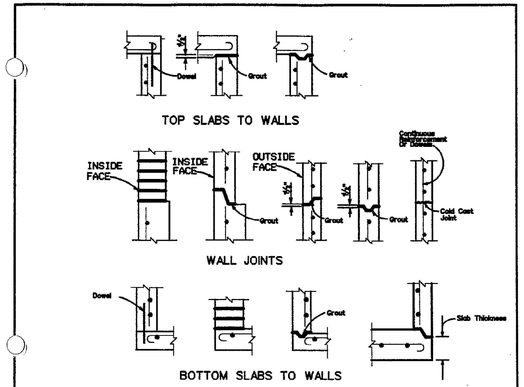
PRECAST ECCENTRIC CONE

NOTES

1. Manhole top Type S may be of cast-in-place or precast concrete construction or brick construction. For concrete construction, the concrete and steel reinforcement shall be the same as the supporting wall unit. An eccentric cone may be used.
2. Manhole tops shall be secured to structures by optional construction joints as shown on F.D.O.T. Standards 201 Sheet 3 of 6.

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

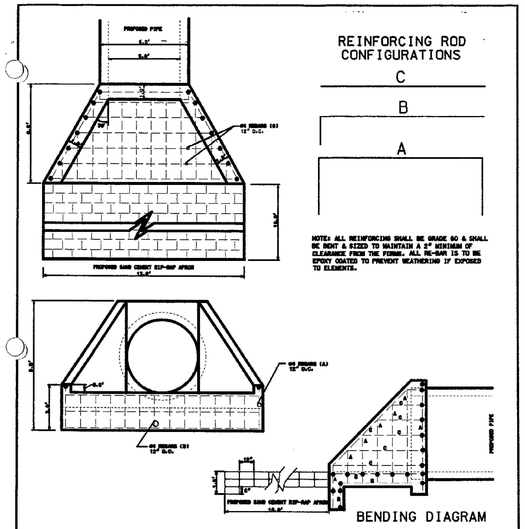
TYPE "8" MANHOLE TOP PRECAST ECCENTRIC CONE	REVISIONS
SCALE: N.T.S. | ISSUED AUGUST 1998	SHEET No. DRA 29



1. One or more types of joints may be used in a single structure, except brick wall structure. Brick wall construction is permitted on circular units only.
2. All grouted joints are to have a maximum thickness of 1".
3. Keyways are to be a minimum of 5/8"deep.
4. Joint dowels are to be #4 bars, 12" long with a minimum of 6 bars per joint for circular structures approximately evenly spaced, and, 2 bars per side at approximate quarter points for rectangular structures.
5. Minimum cover on reinforcing bars is 3/4".
6. Joints between wall segments and between wall segments and top or bottom slabs may be sealed either by preformed plastic gasket material using the procedures given in Section 430-7.3 or by grout.
7. Approved product inserts may be used in lieu of dowel embedment.

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

MANHOLE JOINT DETAILS	REVISIONS
SCALE: N.T.S. | ISSUED AUGUST 1998	SHEET No. DRA 32



NOTE: ALL REINFORCING SHALL BE GRADE 60 & SHALL BE BENT & SIZED TO MAINTAIN A 2" MINIMUM OF CLEARANCE FROM THE FORMS. ALL RE-BAR IS TO BE EPOXY COATED TO PREVENT WEATHERING IF EXPOSED TO ELEMENTS.

CITY OF FORT PIERCE • DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

CONCRETE HEADWALL DETAIL	REVISIONS
SCALE: N.T.S. | ISSUED AUGUST 1998	SHEET No. DRA 39

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
DETAILS

SHEET NO:
C-810

vertex AQUATIC SOLUTIONS
A Kentokit Company

GeyserJet™ Series



CHECK EITHER WITH OR WITHOUT LIGHTS

Fountain Only																					
With LED Lights																					
Motor HP	2	2	2	3	3	3	5	5	5	7.5	7.5	7.5	10	10	10	15	15	15	20	20
Volts	230	230	208	230	230	208	230	230	208	230	230	208	230	230	208	230	230	208	230	208
Phase	1	3	3	1	3	3	1	3	3	1	3	3	1	3	3	1	3	3	3	3
AMP	14	8	9	17	10	13	28	17	21	42	25	28	51	32	37	72	47	54	61	70
HT. A	8'	8'	8'	12'	12'	12'	18'	18'	18'	22'	22'	22'	25'	25'	25'	28'	28'	28'	30'	30'
Dia. B	4'	4'	4'	4'	4'	4'	5'	5'	5'	6'	6'	6'	6'	6'	6'	8'	8'	8'	8'	8'
45W LED Lights	2	2	2	2	2	2	3	3	3	4	4	4	4	4	4	5	5	5	6	6
Total Watts	86	86	86	86	86	86	129	129	129	172	172	172	172	172	172	215	215	215	258	258
AMP Draw	0.8	0.8	0.8	0.8	0.8	0.8	1.1	1.1	1.1	1.5	1.5	1.5	1.5	1.5	1.5	1.8	1.8	1.8	2.2	2.2

Drawings are for illustration only and not to scale. Installation of fountain equipment shall be in accordance with manufacturers specifications.

2100 NW 33RD ST · POMPANO BEACH, FL 33069 · 844.432.4303 · VERTEXAQUATICSOLUTIONS.COM

vertex AQUATIC SOLUTIONS
A Kentokit Company

GeyserJet™ Specs

FLOTATION SYSTEM
Rotocast polypropylene with ultraviolet inhibitors added for extended protection against warping/cracking. Each seamless, watertight section is equipped with threaded brass insert and expanding type fill-plug to add water ballast and leveling control.

PUMP/MOTOR
____HP, _____Volt, _____ Phase stainless steel, sealed UL listed submersible motor. Submersible turbine pump shall be of 100% 304 stainless steel construction, with driveshaft of 416 stainless steel and equipped with sand collars for maximum protection against abrasives. Pump and motor are water cooled and lubricated. *Use of oil-filled motors/pumping systems are not acceptable due to need for regular replacement of oil, O-rings, and seals.*

INTAKE SCREEN
Type 304, 18ga stainless steel, protects against foreign material entering pumping system.

FRAMEWORK
Type 304 stainless steel with welded joints and stainless steel fastenings.

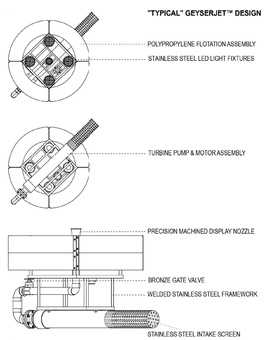
LIGHTING FIXTURES
___ 43Watt, 120V clear, stainless steel LED light fixtures with tempered lens and neoprene gaskets, mounting brackets and fastenings of stainless steel. See specification chart for suggested lighting package. ETL listed.

DISPLAY HEAD
Head are water-level sensitive Geyser nozzle of 100% brass construction, producing a heavy, active, and highly aerated display. Display heads of plastics, PVC and/or "thermoplastics" are unacceptable.

UNDERWATER ELECTRICAL CABLES
STW-A rated, stamped "water resistant". _____' of _____ga-pump, _____' of _____ga-lights

FOUNTAIN CONTROL PANEL
- Steel NEMA 3R enclosure
- Surge/Lightning Protection
- Capacitive motor starter (single phase units)
- 2 – 24 hour time clocks
- Phase loss protection (3-phase units)
- Circuit breaker – pump
- Circuit breaker – lights (if equipped)
- GFI protection – pump
- GFI protection – lights (if equipped)

WARRANTY (PARTS)
- Fountain - 4 years
- Light Fixtures (excludes bulbs) - 2 years
- Controls - 1 year



*Vertex reserves the right to improve and change designs and/or specifications without notice or obligation.

2100 NW 33RD ST · POMPANO BEACH, FL 33069 · 844.432.4303 · VERTEXAQUATICSOLUTIONS.COM

vertex AQUATIC SOLUTIONS
A Kentokit Company

Fountain Install

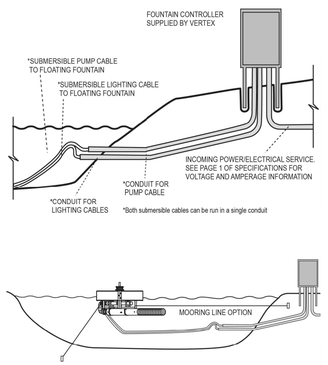
FOUNTAIN CONTROL PANEL
Warning - The fountain control panel must be installed by licensed electrician in accordance with article 682 of national electrical code.

Panel location is above any and all possible high water levels. Submergence of panel poses serious risk of electrical shock and damage of fountain system. Failure may result in potentially hazardous conditions and/or failure of electrical inspection.

Consult authorities having jurisdiction (ahj) for specific local codes/restrictions. Vertex Aquatic Solutions accepts/assumes no responsibility for installations not in accordance with local and/or national electrical codes.

SCOPE OF WORK - ELECTRICIAN
1. Mount NEMA 3R panel enclosure in accordance with NEC 682 following any additional local codes and/cr restrictions that exist.
2. Trench and bury sufficiently sized conduit(s) from fountain panel to water's edge, extending conduit(s) far enough into water to ensure no submersible cable is exposed should low water conditions arise.
3. Bring incoming power from power source into the fountain panel.
   Incoming voltage must match with specifications of fountain panel or failure will result, damaging the system and voiding the warranty.
4. Pull submersible cable(s) from fountain through conduit to control panel and perform final connections

See Fountain Owner's Manual for details on installing the fountain in your lake.



IMPORTANT NOTES
Do not operate fountain and lights until fountain installation has been completed and lights are fully submerged.

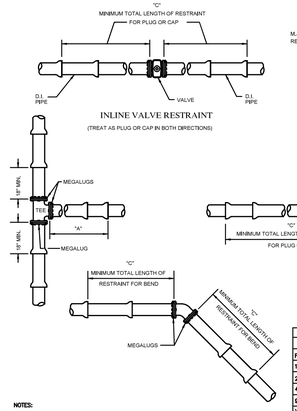
Operating light(s) out of water will result in damage to bulb(s) and lens(es), voiding manufacturer's warranty.

Connect only 120V to light(s)
Higher voltage will result in immediate damage or failure of bulb(s).

Drawings are for illustration only and not to scale. Installation of fountain equipment shall be in accordance with manufacturers specifications.

2100 NW 33RD ST · POMPANO BEACH, FL 33069 · 844.432.4303 · VERTEXAQUATICSOLUTIONS.COM

RESTRAINED JOINT STANDARDS



2" PVC – PIPE RESTRAINT (LF)		
FITTING SIZE –	TEE "A"	REDUCER "B"
2 x 2	11	
4 x 2	8	USE LARGE PIPE, DEAD-END/PLUG/CAP FOOTAGE
6 x 2	8	
8 x 2	9	
10 x 2	0	

D.I. PIPE RESTRAINT – (LF)		
FITTING SIZE –	TEE "A"	REDUCER "B"
4 x 4	38	0
6 x 4	56	37
6 x 6	56	0
8 x 4	74	68
8 x 6	75	54
8 x 8	75	0
10 x 4	93	78
10 x 6	93	69
10 x 8	74	32
10 x 10	91	0
12 x 4	29	98
12 x 6	51	82
12 x 8	73	60
12 x 10	90	33
12 x 12	108	0
16 x 4	14	104
16 x 6	34	95
16 x 8	51	82
16 x 10	66	67
16 x 12	81	48
16 x 16	107	0
20 x 4	8	128
20 x 6	30	122
20 x 8	49	112
20 x 10	64	100
20 x 12	79	85
20 x 16	108	48
20 x 20	131	0
24 x 6	26	148
24 x 8	45	140
24 x 10	61	130
24 x 12	76	117
24 x 16	104	87
24 x 20	130	48
24 x 24	154	0

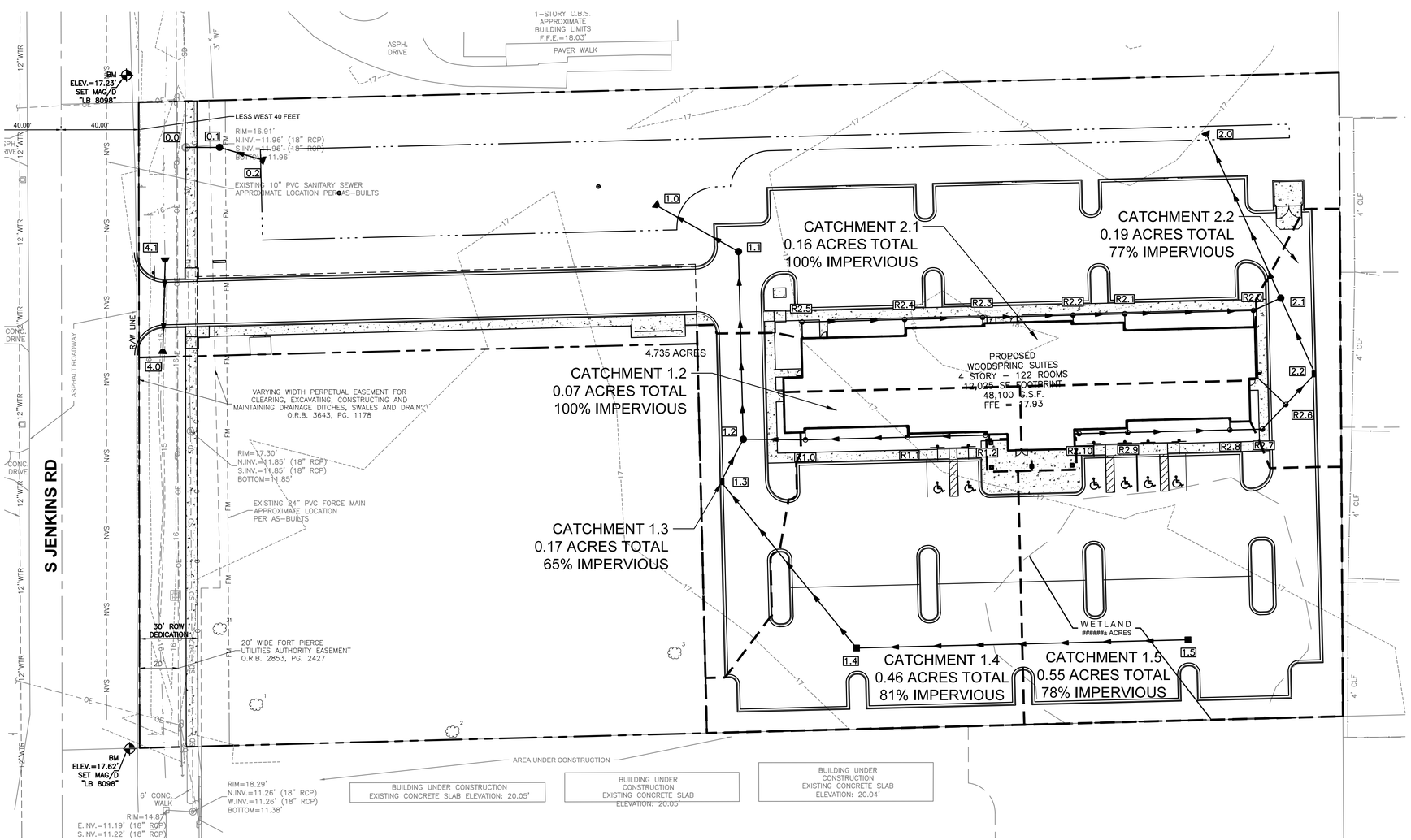
MINIMUM FOOTAGE OF PIPE TO BE RESTRAINED.

DUCTILE IRON PIPE RESTRAINT "C" (LF)									PVC PIPE
FITTING	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"	2"
11-1/4°	2	3	4	4	5	5	6	7	9	10'	1
22-1/2°	4	6	8	9	11	11	13	15	18	20'	1
45° OFFSET	9	12	16	19	22	22	26	31	36	42'	3
90°	21	29	38	46	53	53	64	74	88	101'	6
VALVE/PLUG/CAP	44	61	80	96	113	112	136	159	191	221'	13

MINIMUM FOOTAGE OF PIPE TO BE RESTRAINED.

NOTES:
1. ALL FITTINGS SHALL HAVE APPROPRIATE MECHANICAL THRUST RESTRAINT (WEDGE-ACTION OR FULL CIRCUMFERENCE ARTICULTING WEDGE, EQUAL TO 1100 SERIES MEGALUG OR STAR-GRIP)
2. ALL COMPONENTS OF RESTRAINING MECHANISMS FOR PUSH-ON OR MECHANICAL JOINTS SHALL BE OF CORROSION RESISTANT MATERIAL OR SUITABLY PROTECTED AGAINST CORROSION.
3. THE PIPE LENGTHS IMMEDIATELY ON EITHER SIDE OF A FITTING SHALL BE ADEQUATELY TIED TOGETHER USING PROPRIETARY LOCKING GASKETS SUCH AS FIELD LOC OR FIELD STOP GASKETS.
4. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
5. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH RESTRAINED PIPE. ALL ROAD CROSSINGS SHALL BE RESTRAINED AT EACH JOINT.
6. THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE RESTRAINED UNLESS OTHERWISE INDICATED.
7. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" SIXTH EDITION 2006 AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:
   THE MAXIMUM TEST PRESSURE IS 150 P.S.I.
   THE TRENCH CONDITION IS TYPE 4 (UNCOMPACTED TO TOP OF PIPE) DIPRA STD 27
   ALL BENDS ARE INSTALLED HORIZONTALLY
   THE PIPE IS DUCTILE IRON PIPE.
   DEPTH OF COVER IS ASSUMED TO BE 3 FEET FOR 12" AND SMALLER WATER MAINS AND 4 FEET FOR 16" AND LARGER WATER MAINS
   SOIL TYPE OF THE PIPE IS POLYWRAPPED.
8. FOR PVC PIPE (4") MULTIPLY THE DUCTILE IRON FOOTAGE BY 1.1.
9. ALL EXISTING PIPE SHALL BE RESTRAINED AS NEEDED AT EACH NEW CONNECTION.

Layout Tab Name: C-810 DETAILS
Last Saved By:pitzen, 1/8/2024 1:10:39 PM
W:\Srvr\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C801-DET.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:24:07 AM



LEGEND

799	EXISTING 1' CONTOUR
800	EXISTING 5' CONTOUR
799	1' CONTOUR
800	5' CONTOUR
	STORM SEWER
SD	EXISTING STORM SEWER
	PROPOSED BOUNDARY
	CURB INLET
	STORM MANHOLE
	STORM CLEANOUT
X	STORM STRUCTURE ID
	PROPOSED FLARED END SECTION
	PROPOSED CLEANOUT
	BENCHMARK
	EXISTING DRAINAGE STRUCTURE
	STORM STRUCTURE TRIBUTARY LIMITS

NOTES

1. SEE SHEET C-002 FOR GENERAL NOTES.
2. CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS CONSTRUCTION SET FOR OTHER PERTINENT INFORMATION. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET WITHIN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THE PROJECT.

N

0 30 60 90
GRAPHIC SCALE IN FEET

Sunshine811

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
TRIBUTARY EXHIBIT

SHEET NO:
EXH-1

Layout Tab Name: EXH-1 TRIBUTARY EXHIBIT
Last Saved By:pitzen, 12/5/2023 3:03:22 PM
W:\Srvin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-EXH -Trib.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:24:31 AM

Kimley»Horn

To: Kori Benton, AICP
Planning Manager
St. Lucie County Planning and Development Services

From: Alex Memering, P.E. ARM
Kimley-Horn and Associates, Inc.

Alex Campano, E.I. ADC
Kimley-Horn and Associates, Inc.

Date: August 20, 2024

Re: **Woodspring Suites**
Traffic Impact Analysis Review

Kimley-Horn has reviewed the Site Analysis report (dated May 2024) prepared by Woolpert related to the above-mentioned project. Review comments are provided below pertaining to the development's impacts to adjacent transportation facilities:

1. Please evaluate the site using the most recent St. Lucie County TPO Standardized Transportation Impact Studies Methodology and Procedures.

2. Please evaluate the need for ingress turn lanes and required turn lane lengths at the project driveway.

Thank you for the opportunity to assist St. Lucie County in reviewing this project. Please contact us if you have any questions or need additional information.

WOOLPERT

WOODSPRING SUITES℠

AN EXTENDED STAY HOTEL

WoodSpring Suites

Fort Pierce, FL

Stormwater Report

November 29, 2023

Table of Contents

1 Introduction 3

2 Existing Conditions 3

3 Proposed Conditions 4

3.1 Storm Sewer 4

3.2 Water Quality 4

3.3 Stormwater Detention 4

4 Conclusion 6

Exhibits

Exhibit 1 – Location Map
Exhibit 2 – Grading Plans
Exhibit 3 – FEMA Flood Panel
Exhibit 4 – National Wetlands Inventory Map / Formal Wetland Determination
Exhibit 5 – NRCS Soils Report
Exhibit 6 – NOAA Atlas Point Precipitation Frequency Estimates

Appendices

Appendix A – Storm Sewer Sizing Calculations and Exhibits
- Appendix A1 – Storm Sewer Catchment Areas
- Appendix A2 – C Value Calculations
- Appendix A3 – Hydraflow Storm Sewers Report

Appendix B – Detention Sizing Calculations and Exhibits
- Appendix B1 – Curve Number Calculations
- Appendix B2 – SSA Model Network
- Appendix B3 – SSA Output – 10-year 24-hour
- Appendix B4 – SSA Output – 10-year 72-hour
- Appendix B5 – SSA Output – 25-year 72-hour
- Appendix B6 – Pond Volume Calculations

1 Introduction

This report outlines the storm water management system to serve the WoodSpring Suites development in Fort Pierce, FL within St. Lucie County. The development is located at 2480 South Jenkins Road. The WoodSpring Suites development consists of one four-story 12,025 SF hotel building with associated parking and other infrastructure improvements. The total site area is 4.735 acres.

The proposed development is located within Fort Pierce City limits and will be governed by Fort Pierce Stormwater Ordinances and North St. Lucie River Water Control District (NSLRWCD). The stormwater facilities have been designed in accordance with the requirements of these agencies.

2 Existing Conditions

The site currently consists of undeveloped land. The site is bordered to the North and East by residential properties. The site is bordered to the South by Extra Space Storage and to the West by South Jenkins Road. A location map can be found in Exhibit 1.

The existing undeveloped site is very flat and generally drains from North to South to an existing wetland located on the Southeast corner of the site. Immediately South of the existing wetland is an existing dry detention basin serving the properties South of the proposed development. A small portion of the site drains to an existing ditch located adjacent to South Jenkins Road. The watershed for this development is tributary to Canal 38 which is South of the proposed development South of Okeechobee Road.

Per FEMA map number 12111C0167J the site is in two separate flood classification areas. The first and majority of the site (approximately 60%) is located in the “Other Flood Areas” region, Zone X, which are areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depth of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. The remainder of the site (approximately 40%) is located in the “Other Areas” region, Zone X, which are areas determined to be outside of the 0.2% annual chance floodplain. The FEMA flood map can be seen in Exhibit 3.

The National Wetland Inventory (NWI) shows the site does not have a wetland on site. However, a Formal Wetland Determination was completed on May 12, 2023 which determined that one wetland was present in the Southeast corner of the property. A NWI map and a copy of the Formal Wetland Determination can be seen in Exhibit 4. The existing Wetland will be mitigated as part of this development.

The U.S. Department of Agriculture, Soil Conservation Service identifies the watershed to contain one soil classification. The identified soil is Nettles and Oldsmar sands. A copy of the Natural Resources Conservation Service (NRCS) can be seen in Exhibit 5.

3 Proposed Conditions

The proposed development includes stormwater management for the developed 4.735 acres.

Stormwater management for the site incorporates a wet detention basin. The stormwater management design provides the storage and treatment required by the ordinance.

Grading plans for the proposed development can be found in Exhibit 2.

Rainfall values used for design purposes were taken from the SFWMD Isohyetal maps.

3.1 Storm Sewer

The proposed storm sewer is designed to convey the 100-year storm event. Calculations for storm sewer are based on the rational method via Hydraflow using rainfall information from NOAA Data which can be found in Exhibit 6. A drainage area exhibit for each proposed structure can be found in Appendix A1.

Catchment area C-values were calculated per the stormwater ordinance for each storm structures contributing catchment area. These calculations can be found in Appendix A2. The HGL was calculated using Hydraflow for the 100-year storm event for the storm sewer networks. The Hydraflow reports with HGL profiles for the storm sewer networks can be found in Appendix A3. As calculated in the Hydraflow report for the 100-year storm event the HGL remains within the structures.

3.2 Water Quality

Stormwater quality is provided within the detention basin. Stormwater quality pretreatment is provided by retaining 0.5 inches of stormwater. As the site discharges to an impaired watershed, the pretreatment volume is required to be increased by 50%, for a total of 0.26 ac-ft. The pretreatment volume will slowly infiltrate and evaporate. Stormwater quality was provided by determining the volume control of the larger of a 1 inch of volume across the site, or 2.5 inches of volume across the impervious area. As shown in the calculations, the larger of the two is the 2.5 inches of volume across the impervious area, at 0.569 ac-ft. As required by NSLRWCD and Fort Pierce Stormwater Ordinances, nutrient loading from the proposed development was reduced to be no greater than existing conditions. The outlet control for the stormwater quality is set at the maximum water surface elevation of the pretreatment volume. As shown in the attached calculations, the water quality will be controlled with a 3-1/8” orifice in the outlet control structure.

3.3 Stormwater Detention

The proposed stormwater detention requirements are designed to satisfy the discharge criteria of NSLRWCD which dictate that the proposed installation must limit stormwater runoff to the volumetric equivalent of not more than 2.0 inches of depth over the area served for any 24-hour period for the 10-yr 72-hr duration rainfall. This requirement limits the developed

property to an allowable discharge rate of 30,294 cf. The proposed 24-hour discharge for the 10-yr 72-hr event is 30,048 cf.

For design purposes of the detention requirements, the time of concentration was assumed to be 5 minutes.

Curve number calculations for the existing and proposed conditions for the WoodSpring Suites project area can be found in Appendix B1.

To determine the wet detention basin and outlet control structure characteristics for the WoodSpring Suites basin, Storm & Sanitary Analysis 2023 (SSA) was utilized to model the proposed detention basin for the various design storms. Calculations can be found in Appendix B2.

The proposed detention basin has a capacity of 2.14 ac-ft which is measured from the normal water level elevation of 12.65 to the 10-year 72-hr high water elevation of 16.59, which is the perimeter elevation of the development site. These calculations can be found in Appendix B3. An overflow weir is proposed within the outlet control structure to bypass storm events or should the primary restrictor become blocked.

To calculate the outlet control structure design parameters for the 10-year 72-hour storm event an iterative approach was taken modifying the orifice diameter and the weir elevation in SSA so that the proposed discharge is less than the allowable discharge as discussed previously. The outlet control structure calculations can be found in Appendix B2.

All other design storm events were then modeled through SSA to determine the HWL and set the pavement, perimeter, and building elevations. A summary of these findings can be found below and within the SSA calculations.

Below can be found a summary of the WoodSpring Suites wet detention basin as calculated using Storm & Sanitary Analysis.

WOODSPRING SUITES WET DETENTION BASIN
Bottom of basin: 4.65
Normal Water Level: 12.65
Orifice: 3.125 in. dia. @ elev 13.19
Weir elev: 16.59
Weir Length: 4 ft
100-yr 72-hr: WSL = 17.60 (no discharge, min FFE)
10-yr 24-hr: WSL = 15.98 (Min Pavement Elevation)
10-yr 72-hr: WSL = 16.59 (Perimeter Grade)
25-yr 72-hr: WSL = 16.71; Allowable Q = 8.69cfs, actual Q = 1.01 cfs

24-hr volume discharge for the 10-yr 72-hr is 30,048.03 cf (30,294.23 cf Allowable)

4 Conclusion

The proposed stormwater management system adequately conveys the runoff from the proposed WoodSpring Suites development in accordance with the City of Fort Pierce Stormwater Ordinance and the North St. Lucie River Water Control District.

Exhibit 1 – Location Map

Exhibit 2 – Grading Plans

Exhibit 3 – FEMA Flood Panel

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations (BFEs) shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Transverse Mercator State Plane Florida East FIPS 0901. The **horizontal datum** was NAD83 HARN, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov/ or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242** or visit its website at http://www.ngs.noaa.gov/.

Base map information shown on this FIRM was provided in digital format by St. Lucie County and the Florida Geographic Data Library.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

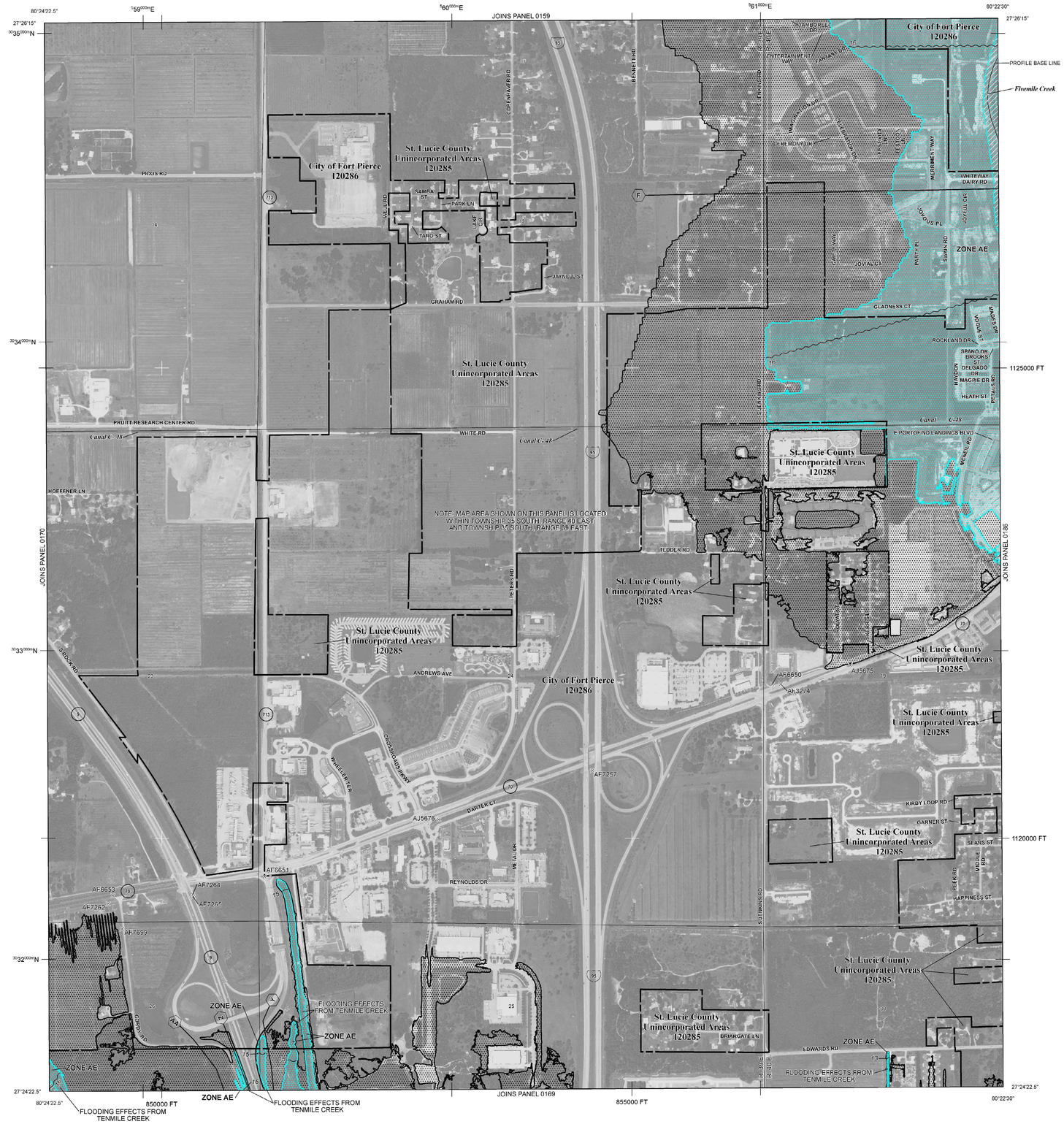
Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Information eXchange (FMIX)** at 1-877-336-2627 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FMIX may also be reached at its website at http://msc.fema.gov/

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov/business/nfip/.

The **"profile base lines"** depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the "profile base line", in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevations determined.

ZONE AE Base Flood Elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

ZONE AR Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

ZONE A99 Areas to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

- A — A — Cross section line
- 23 — 23 — Transect line
- 97°07'30", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 4475000mE — 1000-meter Universal Transverse Mercator grid ticks, zone 17
- 6000000 FT — 5000-foot grid values: Florida State Plane coordinate system, East Zone (FIPSZONE = 0901), Transverse Mercator projection
- DX5510 — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORIES
Refer to Map Repositories List on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
August 19, 1991

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
November 4, 1992

June 30, 1999

February 16, 2012 - to update corporate limits, to add Base Flood Elevations, to add Special Flood Hazard Areas, to change Special Flood Hazard Areas, to add roads and road names, to update the effects of wave action, and to incorporate previously issued Letters of Map Revision.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 250 500 750 1,000 FEET
150 0 150 300 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0167J

FIRM

FLOOD INSURANCE RATE MAP

ST. LUCIE COUNTY, FLORIDA

AND INCORPORATED AREAS

PANEL 167 OF 420

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FORT PIERCE, CITY OF	120286	0167	J
ST. LUCIE COUNTY	120285	0167	J

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
12111C0167J

MAP REVISED
FEBRUARY 16, 2012

Federal Emergency Management Agency

Exhibit 4 – National Wetlands Inventory Map / Formal Wetland Determination

U.S. Fish and Wildlife Service
National Wetlands Inventory

WSS Ft. Pierce



June 22, 2023

Wetlands_Alaska

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

May 12, 2023

** Delivered via email*

Larry Bielski *
Prime Hospitality Management, LLC
60 Service Lane
Ringgold, GA 30736

Subject: 22-378 - PMHI Hotels
Petition for Formal Determination of Wetlands and Surface Waters
Permit No. 56-108626-P
Application No. 230116-37200
St Lucie County

Your petition for a formal determination of wetlands and other surface waters is approved. This action is taken based on Chapter 373, Part IV of Florida Statutes (F.S.) and the rules in Chapters 62-330 and 62-340, Florida Administrative Code (F.A.C.). Please read this entire agency action thoroughly and understand its contents.

This action is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- All referenced Exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance to the "Notice of Rights", we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I hereby certify that this Formal Wetland Determination and Notice of Rights have been mailed or electronically submitted to the addressee (and the persons listed on the attached distribution list) on May 12, 2023 in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (www.sfwmd.gov/ePermitting).

Sincerely,

Gary R. Priest, P.E.
Engineering Section Administrator, Environmental Resource Bureau

South Florida Water Management District
Formal Wetland Determination Permit No. 56-108626-P
Date Issued: May 12, 2023

Project Name:	22-378 - PMHI Hotels
Petitioner:	Larry Bielski Prime Hospitality Management, LLC 60 Service Lane Ringgold, GA 30736
Application No.	230116-37200
Location:	St Lucie County, See Exhibit 1
Acres:	4.75
Expiration Date:	May 12, 2028
Type:	Certified Survey

Summary
On October 21, 2022, the District received a request for a formal determination of the boundary of wetlands and other surface waters (OSWs) on a 4.75-acre property known as 22-378 - PMHI Hotels. The landward extent of wetlands and other surface waters was established by the petitioner and revised and verified by District staff on February 2, 2023 pursuant to Rule 62-330.201 F.A.C. The methodology used for the determination is consistent with Chapter 62-340, F.A.C.

Site Description
The 4.75-acre property is located in Section 19, Township 35 South, Range 340 East, St. Lucie County. More specifically, the property is located on the eastern side of South Jenkins Road, just north of Okeechobee Road, St. Lucie County, Florida. Refer to Exhibit No. 1.0 for a location map. Land use consists of undeveloped land. Vegetative communities on the property are upland pine flatwoods and herbaceous wetland.

Wetland Delineation Procedure
One wetland, as defined by Subsection 373.019(27), F.S. and Chapter 62-340, F.A.C., was identified on the property. The wetland was delineated using the methods established in Chapter 62-340, F.A.C.; more specifically, using the Wetland Definition, B and D Tests. The wetland delineated on the property totaled 0.38 acres. A certified survey of the onsite wetland, dated March 29, 2023, is depicted as Exhibit No. 2.0. Wetland delineation information, including delineation data forms and representative photographs of the wetland and upland areas, can be found in the permit file, on the District's epermitting site. The wetland delineation data forms were filled out by District staff during the February 2, 2023 field inspection.

Wetland and Upland Description
The site contains one 0.38-acre herbaceous wetland located on the southeastern portion of the property. This wetland contains native canopy and groundcover species (*Acer rubrum, Sabel palmetto, Quercus laurifolia, Polygonum spp., Commelina spp., Ludwigia repens, Eleocharis spp.*), as well as exotics such as *Schinus terebinthifolia* and *Urena lobata*. The wetland soils contain muck at the surface and meet the Muck Presence (A8) and stripped matrix (S6) soil field indicators. Hydrologic indicators, such as standing water, elevated lichen lines, algal matting, and adventitious rooting was observed in the deepest portions of the wetland. Based on a map

produced using National Resource Conservation Service (NRCS) soil data, the soils supporting the wetland are mapped as Nettles and Oldsmar Fine Sands (non hydric). Soil pits from the wetland and upland near the boundary were dug and the profiles examined by staff; the soil pit data are included in the data forms.

Formal Determination of Wetlands and OSWs
This Formal Determination of Wetlands and OSWs is the District's determination of the landward extent (boundaries) of wetlands and OSWs within the property based on the documentation submitted by the petitioner and field application of Chapter 62-340, F.A.C.

This action does not authorize any construction activities or constitute conceptual approval of any anticipated projects or activities in wetlands or OSWs. It does not in any way establish boundaries of sovereign submerged lands, high water elevations or other elevations/ boundaries.

Pursuant to Subsection 373.421 (4), F.S., the Governing Board may revoke the Formal Wetland Determination (FWD) upon a finding that the petitioner has submitted inaccurate information to the District.

The FWD shall be binding for the stated duration provided physical conditions on the property do not change so as to alter the boundaries of wetlands and OSWs during that period.

Distribution List

Drew Liddick, EDC, Inc *

Anthony Adams, EDC, Inc *

Florida Department of Environmental Protection SLERC *

St. Lucie County Planning and Development Services *

FDEP, Port St. Lucie Branch Office *

Florida Department of Environmental Protection - Environmental Administrator *

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website (http://my.sfwmd.gov/ePermitting) and searching under this application number 230116-37200.

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 Wetland Map

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

Exhibit 5 – NRCS Soils Report

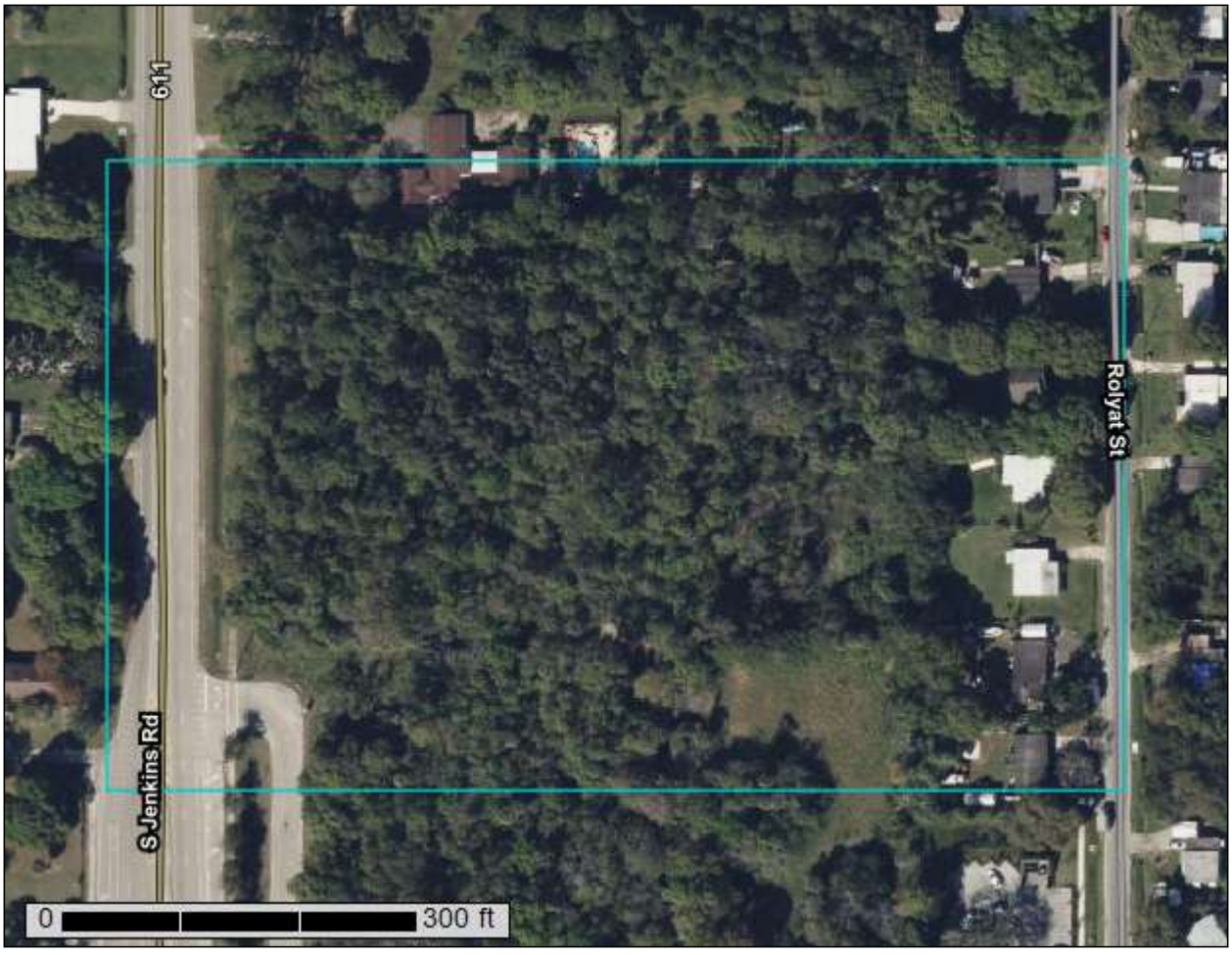
United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for St. Lucie County, Florida



June 22, 2023

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Contents

Preface.....2
How Soil Surveys Are Made.....5
Soil Map.....8
Soil Map.....9
Legend.....10
Map Unit Legend.....11
Map Unit Descriptions.....11
St. Lucie County, Florida.....13
25—Nettles and Oldsmar sands.....13
References.....16

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

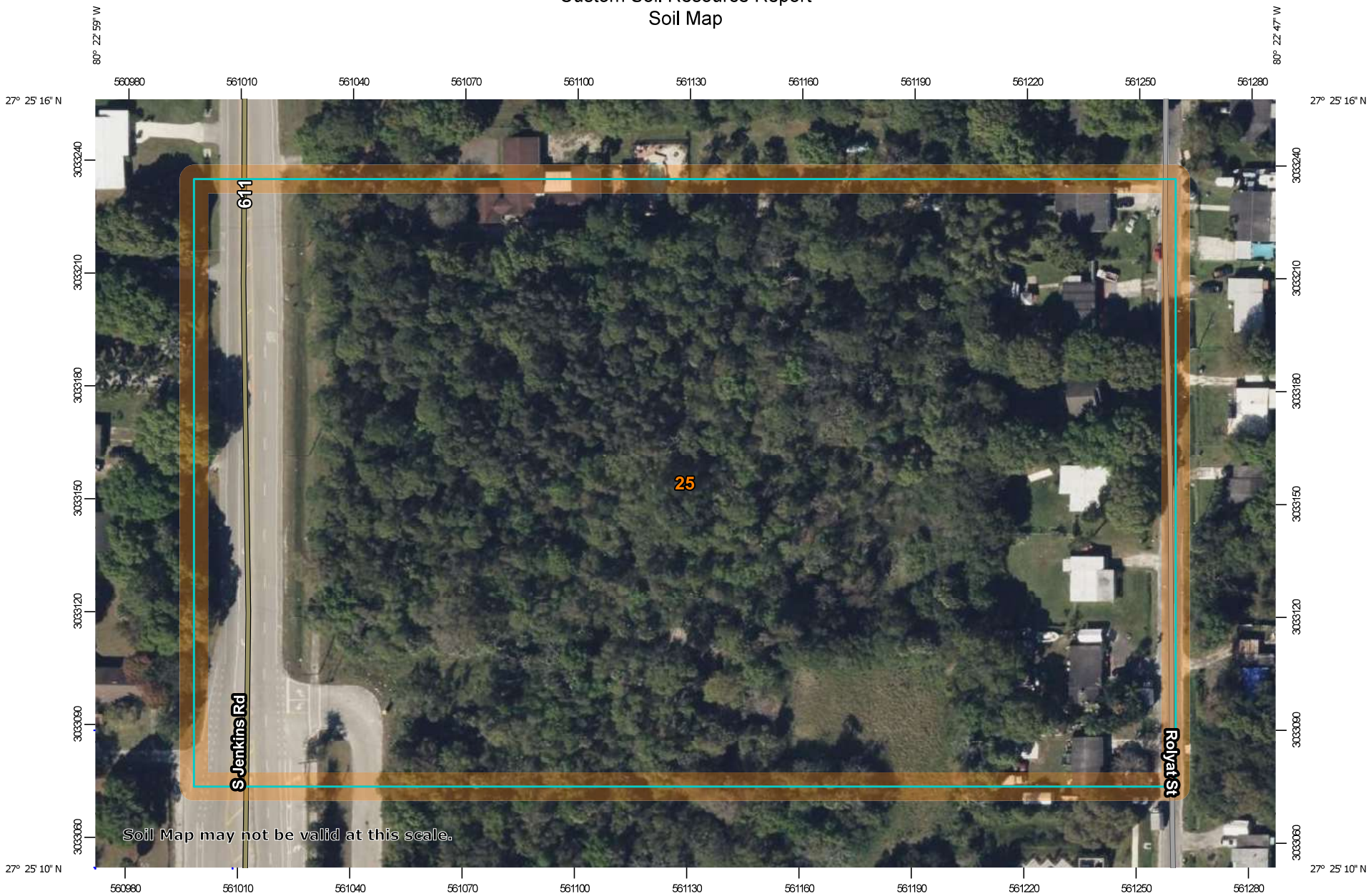
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:1,440 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 20 40 80 120

Feet: 0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 16, Sep 2, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
25	Nettles and Oldsmar sands	10.5	100.0%
Totals for Area of Interest		**10.5**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas.* Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

St. Lucie County, Florida

25—Nettles and Oldsmar sands

Map Unit Setting

National map unit symbol: 1jpvl
Elevation: 0 to 30 feet
Mean annual precipitation: 49 to 58 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Nettles and similar soils: 41 percent
Oldsmar and similar soils: 39 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Nettles

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 8 inches: sand
E - 8 to 33 inches: sand
Bh1 - 33 to 39 inches: sand
Bh2 - 39 to 55 inches: sand
Btg - 55 to 80 inches: fine sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 31 to 50 inches to ortstein
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/D
Ecological site: F156BY040FL - Sandy Pine Flatwoods and Hammocks
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Description of Oldsmar

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
E - 5 to 32 inches: sand
Bh - 32 to 42 inches: sand
Btg - 42 to 80 inches: fine sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: F156BY040FL - Sandy Pine Flatwoods and Hammocks
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Minor Components

Oldsmar

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R156BY021FL - Mineral Isolated Swamps and Marshes
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G156BC145FL)
Hydric soil rating: Yes

Ankona

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F156BY040FL - Sandy Pine Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Wabasso

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F156BY040FL - Sandy Pine Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Pineda

Percent of map unit: 4 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F156BY041FL - Sandy Over Loamy Pine Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G156BC241FL)
Hydric soil rating: Yes

Pepper

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F156BY040FL - Sandy Pine Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

References

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

National Research Council. 1995. Wetlands: Characteristics and boundaries.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577

Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580

Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.

United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.

United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374

United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

Exhibit 6 – NOAA Atlas Point Precipitation Frequency Estimates

NOAA Atlas 14, Volume 9, Version 2
Location name: Fort Pierce, Florida, USA*
Latitude: 27.4529°, Longitude: -80.3894°
Elevation: 16 ft**
* source: ESRI Maps
** source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

PF_tabular | PF_graphical | Maps_&_aerials

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)[1]

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	**0.536** (0.428-0.675)	**0.611** (0.488-0.771)	**0.739** (0.588-0.935)	**0.848** (0.671-1.08)	**1.00** (0.768-1.32)	**1.13** (0.842-1.51)	**1.25** (0.905-1.72)	**1.39** (0.959-1.96)	**1.57** (1.04-2.28)	**1.71** (1.10-2.53)
10-min	**0.784** (0.627-0.988)	**0.895** (0.715-1.13)	**1.08** (0.861-1.37)	**1.24** (0.982-1.58)	**1.47** (1.12-1.94)	**1.65** (1.23-2.21)	**1.84** (1.32-2.52)	**2.03** (1.40-2.87)	**2.30** (1.52-3.34)	**2.50** (1.62-3.70)
15-min	**0.956** (0.765-1.20)	**1.09** (0.872-1.38)	**1.32** (1.05-1.67)	**1.51** (1.20-1.92)	**1.79** (1.37-2.36)	**2.01** (1.50-2.69)	**2.24** (1.62-3.08)	**2.48** (1.71-3.50)	**2.80** (1.86-4.08)	**3.05** (1.97-4.51)
30-min	**1.46** (1.17-1.84)	**1.66** (1.33-2.10)	**2.01** (1.60-2.54)	**2.30** (1.82-2.92)	**2.72** (2.08-3.59)	**3.06** (2.28-4.09)	**3.40** (2.46-4.67)	**3.76** (2.60-5.32)	**4.26** (2.83-6.20)	**4.65** (3.00-6.87)
60-min	**1.92** (1.53-2.42)	**2.19** (1.75-2.77)	**2.65** (2.11-3.35)	**3.03** (2.39-3.85)	**3.56** (2.72-4.67)	**3.97** (2.96-5.29)	**4.38** (3.16-6.00)	**4.81** (3.32-6.78)	**5.38** (3.57-7.81)	**5.81** (3.76-8.59)
2-hr	**2.38** (1.91-2.97)	**2.72** (2.19-3.40)	**3.29** (2.64-4.12)	**3.75** (2.99-4.73)	**4.39** (3.38-5.70)	**4.88** (3.67-6.44)	**5.36** (3.89-7.28)	**5.85** (4.07-8.18)	**6.50** (4.34-9.36)	**6.98** (4.55-10.3)
3-hr	**2.60** (2.11-3.23)	**3.00** (2.42-3.73)	**3.63** (2.93-4.53)	**4.16** (3.33-5.21)	**4.86** (3.76-6.28)	**5.40** (4.08-7.10)	**5.93** (4.32-8.01)	**6.46** (4.51-8.99)	**7.15** (4.80-10.3)	**7.67** (5.02-11.2)
6-hr	**2.99** (2.44-3.68)	**3.46** (2.83-4.27)	**4.26** (3.46-5.26)	**4.92** (3.98-6.12)	**5.86** (4.58-7.55)	**6.59** (5.03-8.63)	**7.34** (5.40-9.87)	**8.10** (5.72-11.2)	**9.14** (6.20-13.1)	**9.93** (6.56-14.4)
12-hr	**3.40** (2.80-4.16)	**3.97** (3.27-4.86)	**4.97** (4.07-6.09)	**5.86** (4.78-7.22)	**7.18** (5.70-9.28)	**8.28** (6.40-10.8)	**9.44** (7.04-12.7)	**10.7** (7.64-14.8)	**12.4** (8.54-17.8)	**13.9** (9.23-20.0)
24-hr	**3.88** (3.22-4.70)	**4.59** (3.80-5.56)	**5.85** (4.83-7.10)	**7.00** (5.75-8.54)	**8.73** (7.00-11.2)	**10.2** (7.95-13.3)	**11.7** (8.84-15.7)	**13.4** (9.70-18.5)	**15.8** (11.0-22.5)	**17.8** (11.9-25.5)
2-day	**4.50** (3.77-5.40)	**5.38** (4.50-6.46)	**6.91** (5.76-8.32)	**8.26** (6.85-10.0)	**10.3** (8.26-13.0)	**11.9** (9.34-15.3)	**13.6** (10.3-18.0)	**15.5** (11.2-21.1)	**18.0** (12.6-25.4)	**20.1** (13.6-28.6)
3-day	**5.04** (4.24-6.01)	**5.96** (5.01-7.12)	**7.55** (6.32-9.04)	**8.94** (7.45-10.8)	**11.0** (8.89-13.9)	**12.7** (9.98-16.2)	**14.4** (11.0-19.0)	**16.3** (11.9-22.1)	**18.9** (13.2-26.4)	**20.9** (14.2-29.7)
4-day	**5.52** (4.66-6.56)	**6.45** (5.44-7.67)	**8.04** (6.76-9.60)	**9.44** (7.89-11.3)	**11.5** (9.33-14.4)	**13.2** (10.4-16.8)	**14.9** (11.4-19.6)	**16.8** (12.3-22.7)	**19.3** (13.6-27.0)	**21.4** (14.6-30.3)
7-day	**6.74** (5.73-7.95)	**7.68** (6.52-9.07)	**9.29** (7.86-11.0)	**10.7** (9.00-12.7)	**12.7** (10.4-15.8)	**14.4** (11.5-18.2)	**16.1** (12.4-21.0)	**18.0** (13.3-24.2)	**20.5** (14.6-28.5)	**22.6** (15.5-31.8)
10-day	**7.77** (6.63-9.12)	**8.75** (7.47-10.3)	**10.4** (8.87-12.3)	**11.9** (10.1-14.1)	**14.0** (11.5-17.3)	**15.7** (12.6-19.8)	**17.5** (13.5-22.7)	**19.4** (14.4-25.9)	**22.0** (15.7-30.4)	**24.1** (16.7-33.8)
20-day	**10.5** (9.05-12.2)	**11.8** (10.1-13.7)	**13.9** (11.9-16.2)	**15.7** (13.4-18.4)	**18.3** (15.1-22.3)	**20.3** (16.4-25.3)	**22.4** (17.5-28.7)	**24.6** (18.4-32.6)	**27.6** (19.8-37.8)	**29.9** (20.9-41.7)
30-day	**12.7** (11.0-14.7)	**14.3** (12.4-16.5)	**16.8** (14.5-19.6)	**19.0** (16.3-22.2)	**22.0** (18.2-26.6)	**24.3** (19.7-30.0)	**26.7** (20.9-33.9)	**29.1** (21.8-38.3)	**32.3** (23.3-44.0)	**34.8** (24.4-48.3)
45-day	**15.5** (13.5-17.9)	**17.5** (15.2-20.1)	**20.6** (17.9-23.8)	**23.2** (20.0-26.9)	**26.6** (22.2-32.0)	**29.3** (23.8-35.9)	**31.9** (25.0-40.3)	**34.5** (26.0-45.1)	**37.9** (27.4-51.3)	**40.5** (28.6-55.9)
60-day	**18.0** (15.7-20.6)	**20.2** (17.7-23.2)	**23.8** (20.7-27.4)	**26.7** (23.1-30.9)	**30.6** (25.4-36.5)	**33.4** (27.2-40.7)	**36.2** (28.5-45.4)	**38.9** (29.3-50.5)	**42.3** (30.7-56.9)	**44.8** (31.8-61.8)

[1] Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

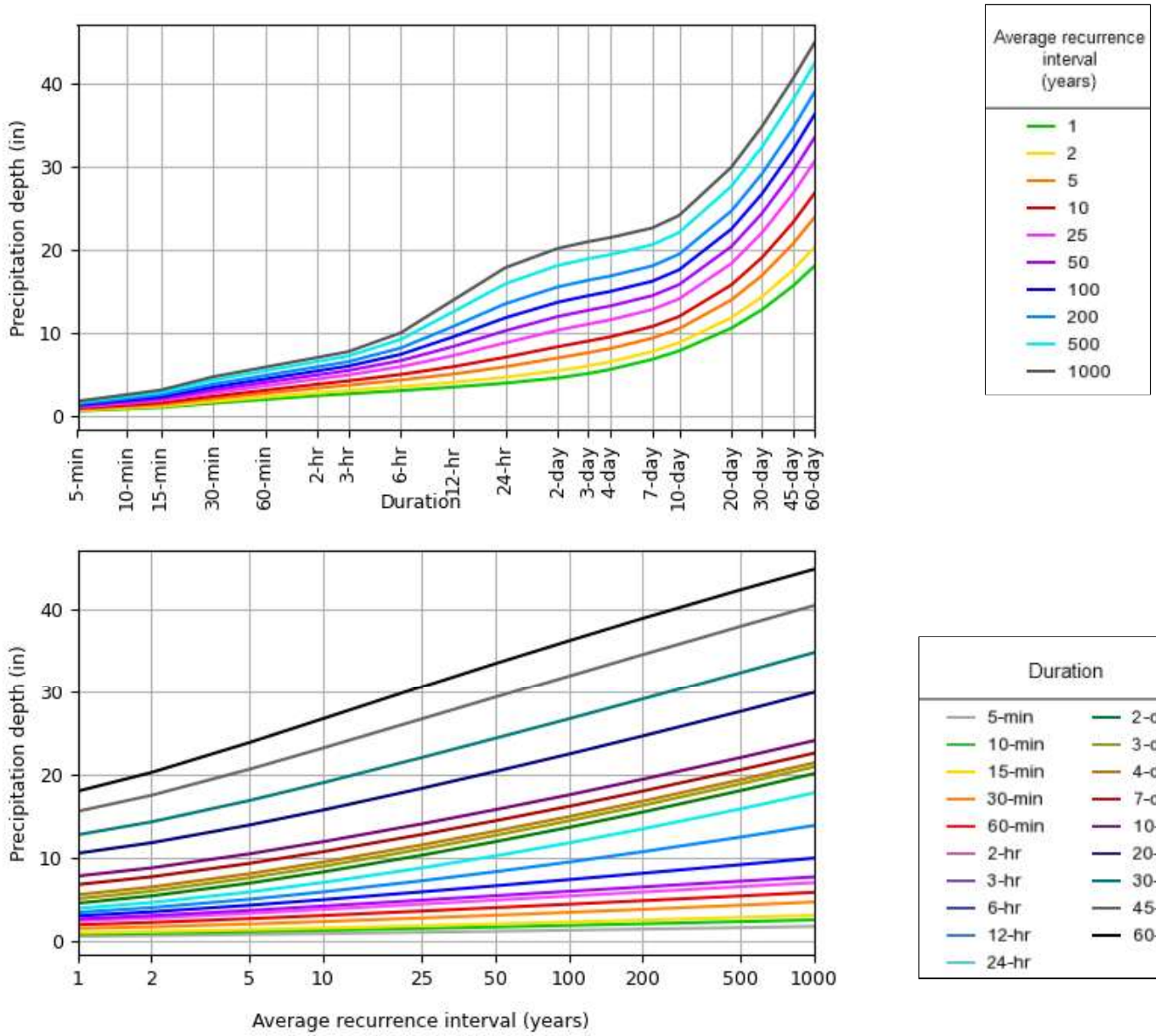
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

Back to Top

PF graphical

PDS-based depth-duration-frequency (DDF) curves
Latitude: 27.4529°, Longitude: -80.3894°



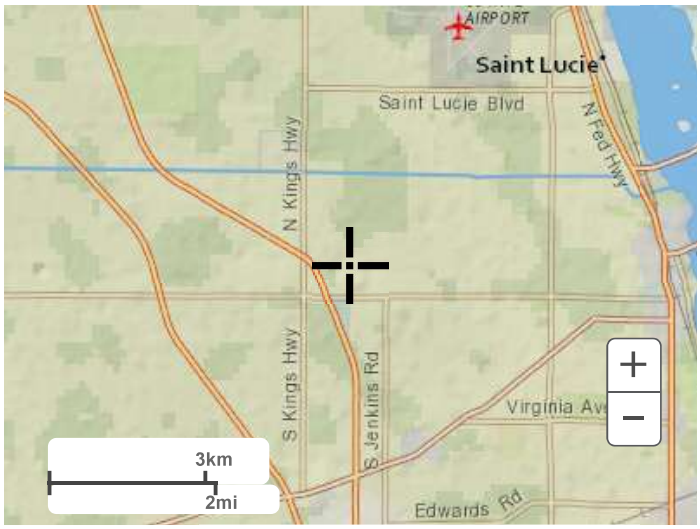
NOAA Atlas 14, Volume 9, Version 2

Created (GMT): Mon Oct 30 14:58:45 2023

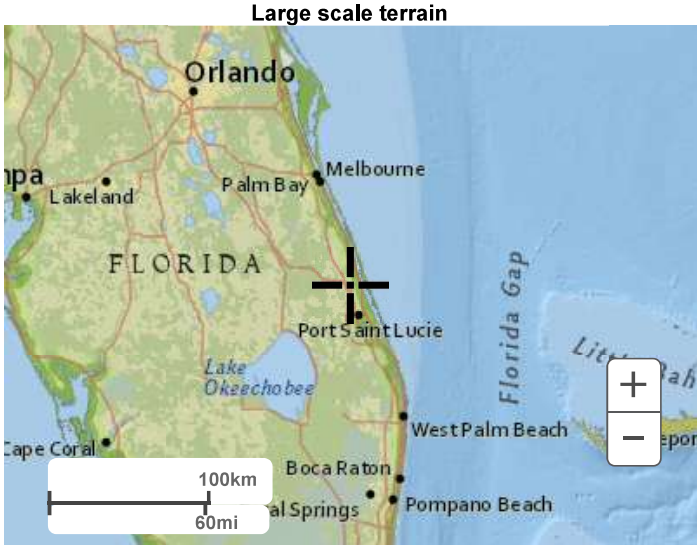
Back to Top

Maps & aerials

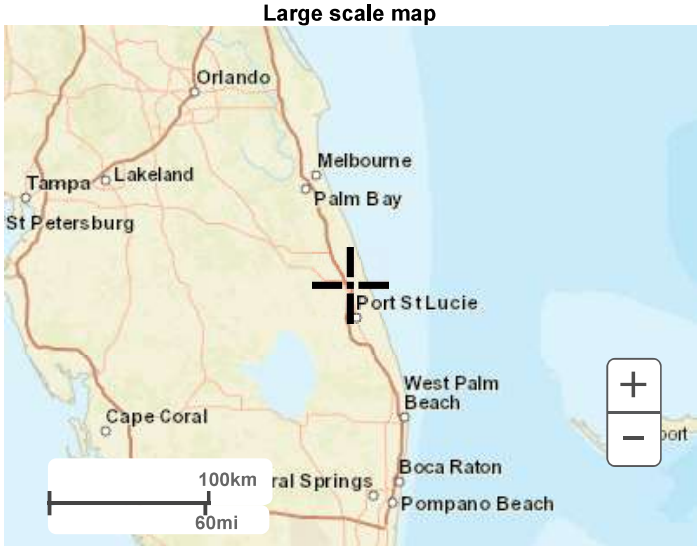
Small scale terrain



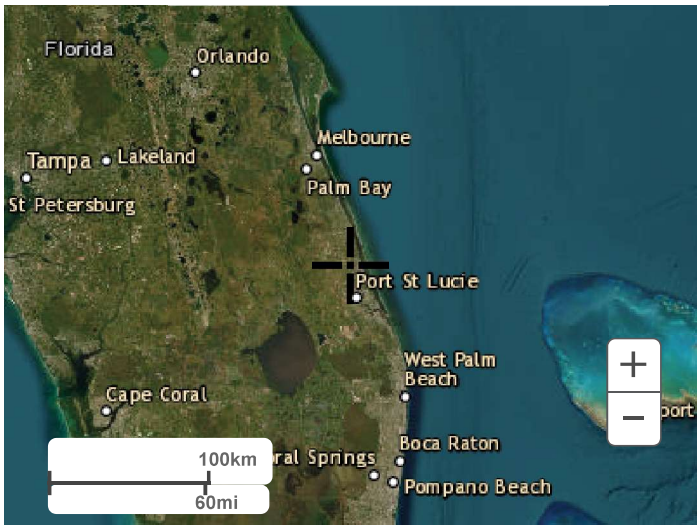
Large scale terrain



Large scale map



Large scale aerial



Back to Top

US Department of Commerce
National Oceanic and Atmospheric Administration
National Weather Service
National Water Center
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

Disclaimer

Appendix A1 – Storm Sewer Sizing Calculations and Exhibits

Appendix A2 – C Value Calculations

Name: NJP
Date: 11/8/2023
Location: Ft. Pierce, FL 10-yr
Catchments: 6

C Values	
Grass	0.10
Gravel	0.00
Impervious	0.95

C-Values from Florida Administrative Code

Hydraflow Line Number	#	Catchment Data									
		Areas								Weighted C Value	Percent Impervious
		Total Area, A		Grass		Gravel		Impervious			
		(sq ft)	(acre)	(sq ft)	(acre)	(sq ft)	(acre)	(sq ft)	(acre)		
4	**1.2**	2,971.50	**0.07**	0.00	0.00	0.00	0.00	2,971.50	0.07	**0.95**	**1.00**
5	**1.3**	7,263.20	**0.17**	2,528.90	0.06	0.00	0.00	4,734.30	0.11	**0.65**	**0.65**
6	**1.4**	20,146.20	**0.46**	3,837.10	0.09	0.00	0.00	16,309.10	0.37	**0.79**	**0.81**
7	**1.5**	23,809.98	**0.55**	5,330.05	0.12	0.00	0.00	18,479.93	0.42	**0.76**	**0.78**
1	**2.1**	7,027.97	**0.16**	0.00	0.00	0.00	0.00	7,027.97	0.16	**0.95**	**1.00**
2	**2.2**	8,271.49	**0.19**	1,908.56	0.04	0.00	0.00	6,362.93	0.15	**0.75**	**0.77**

Name: NJP
Date: 11/8/2023
Location: Ft. Pierce, FL 25-yr
Catchments: 6

C Values	
Grass	0.11
Gravel	0.00
Impervious	1.00

C-Values from Florida Administrative Code

Hydraflow Line Number	#	Catchment Data									
		Areas								Weighted C Value	Percent Impervious
		Total Area, A		Grass		Gravel		Impervious			
		(sq ft)	(acre)	(sq ft)	(acre)	(sq ft)	(acre)	(sq ft)	(acre)		
4	**1.2**	2,971.50	**0.07**	0.00	0.00	0.00	0.00	2,971.50	0.07	**1.00**	**1.00**
5	**1.3**	7,263.20	**0.17**	2,528.90	0.06	0.00	0.00	4,734.30	0.11	**0.69**	**0.65**
6	**1.4**	20,146.20	**0.46**	3,837.10	0.09	0.00	0.00	16,309.10	0.37	**0.83**	**0.81**
7	**1.5**	23,809.98	**0.55**	5,330.05	0.12	0.00	0.00	18,479.93	0.42	**0.80**	**0.78**
1	**2.1**	7,027.97	**0.16**	0.00	0.00	0.00	0.00	7,027.97	0.16	**1.00**	**1.00**
2	**2.2**	8,271.49	**0.19**	1,908.56	0.04	0.00	0.00	6,362.93	0.15	**0.79**	**0.77**

Name: NJP
Date: 11/8/2023
Location: Ft. Pierce, FL 100-yr
Catchments: 6

C Values	
Grass	0.13
Gravel	0.00
Impervious	1.00

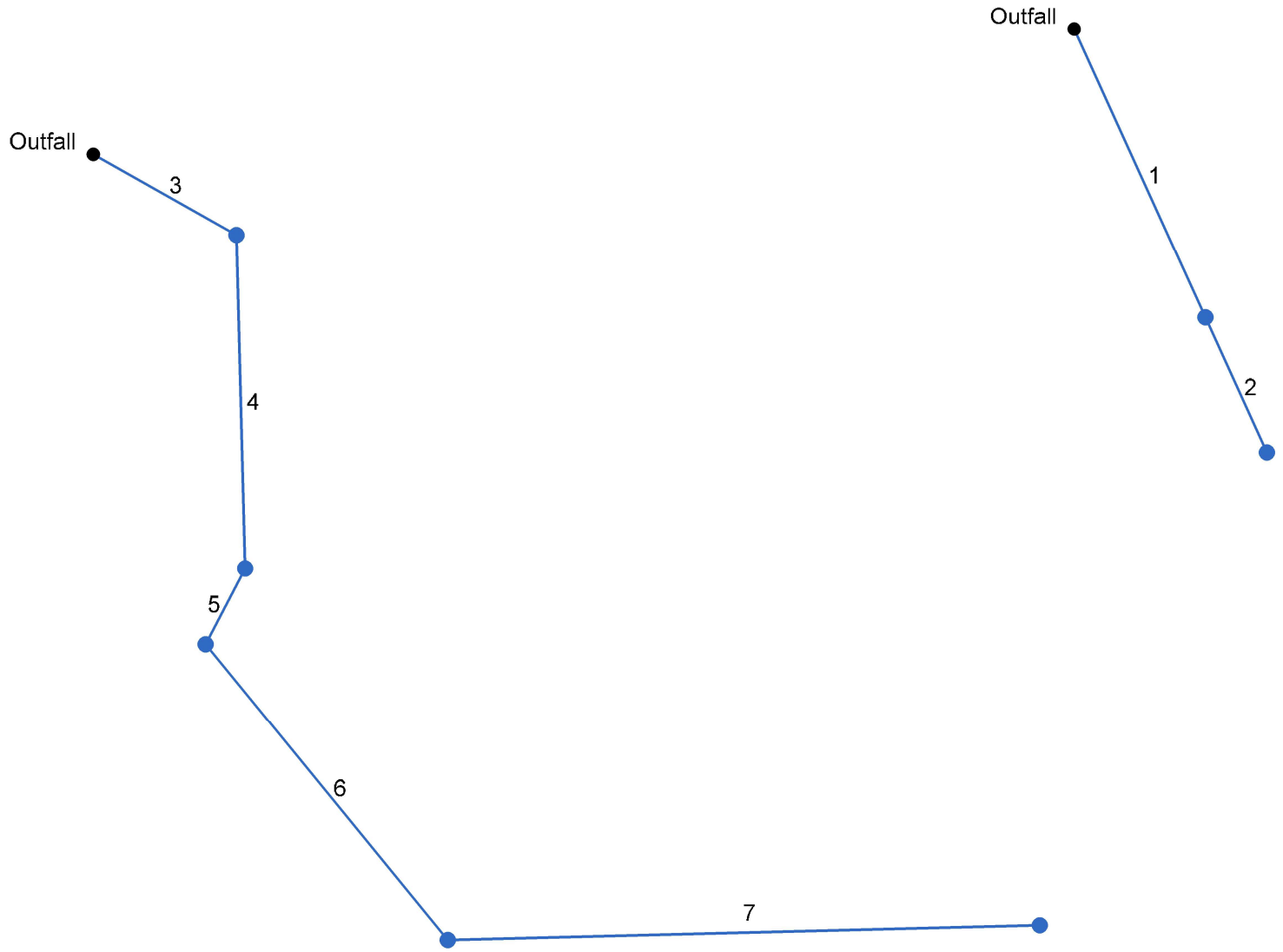
These C-Values were used for modeling purposes.

C-Values from Florida Administrative Code

Hydraflow Line Number	#	Catchment Data									
		Areas								Weighted C Value	Percent Impervious
		Total Area, A		Grass		Gravel		Impervious			
		(sq ft)	(acre)	(sq ft)	(acre)	(sq ft)	(acre)	(sq ft)	(acre)		
4	**1.2**	2,971.50	**0.07**	0.00	0.00	0.00	0.00	2,971.50	0.07	**1.00**	**1.00**
5	**1.3**	7,263.20	**0.17**	2,528.90	0.06	0.00	0.00	4,734.30	0.11	**0.70**	**0.65**
6	**1.4**	20,146.20	**0.46**	3,837.10	0.09	0.00	0.00	16,309.10	0.37	**0.83**	**0.81**
7	**1.5**	23,809.98	**0.55**	5,330.05	0.12	0.00	0.00	18,479.93	0.42	**0.80**	**0.78**
1	**2.1**	7,027.97	**0.16**	0.00	0.00	0.00	0.00	7,027.97	0.16	**1.00**	**1.00**

Appendix A3 – Hydraflow Storm Sewers Report

Hydraflow Storm Sewers Extension for Autodesk® Civil 3D® Plan

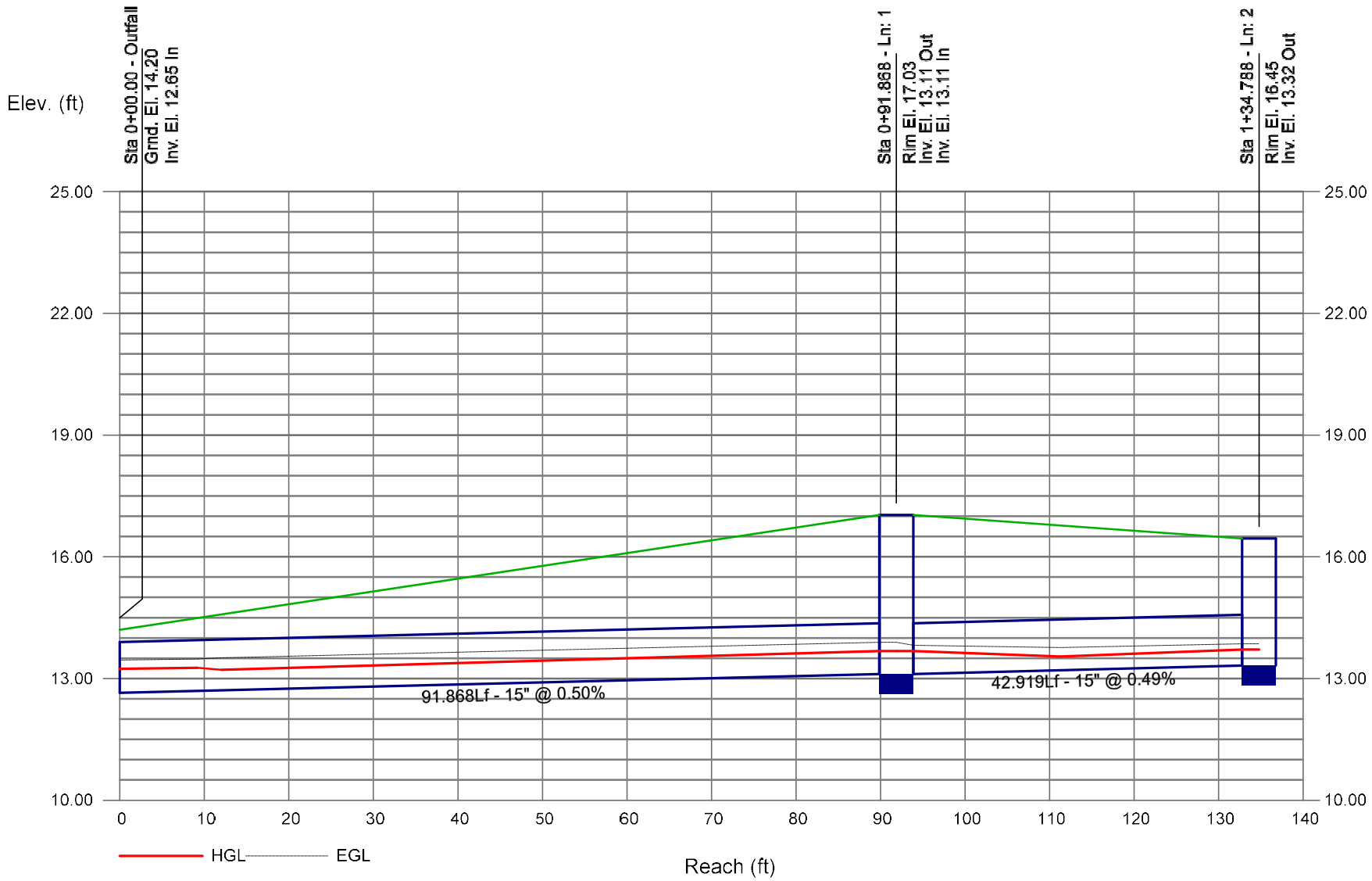


10-YEAR STORM

Project File: Storm Sizing.stm	Number of lines: 7	Date: 12/1/2023

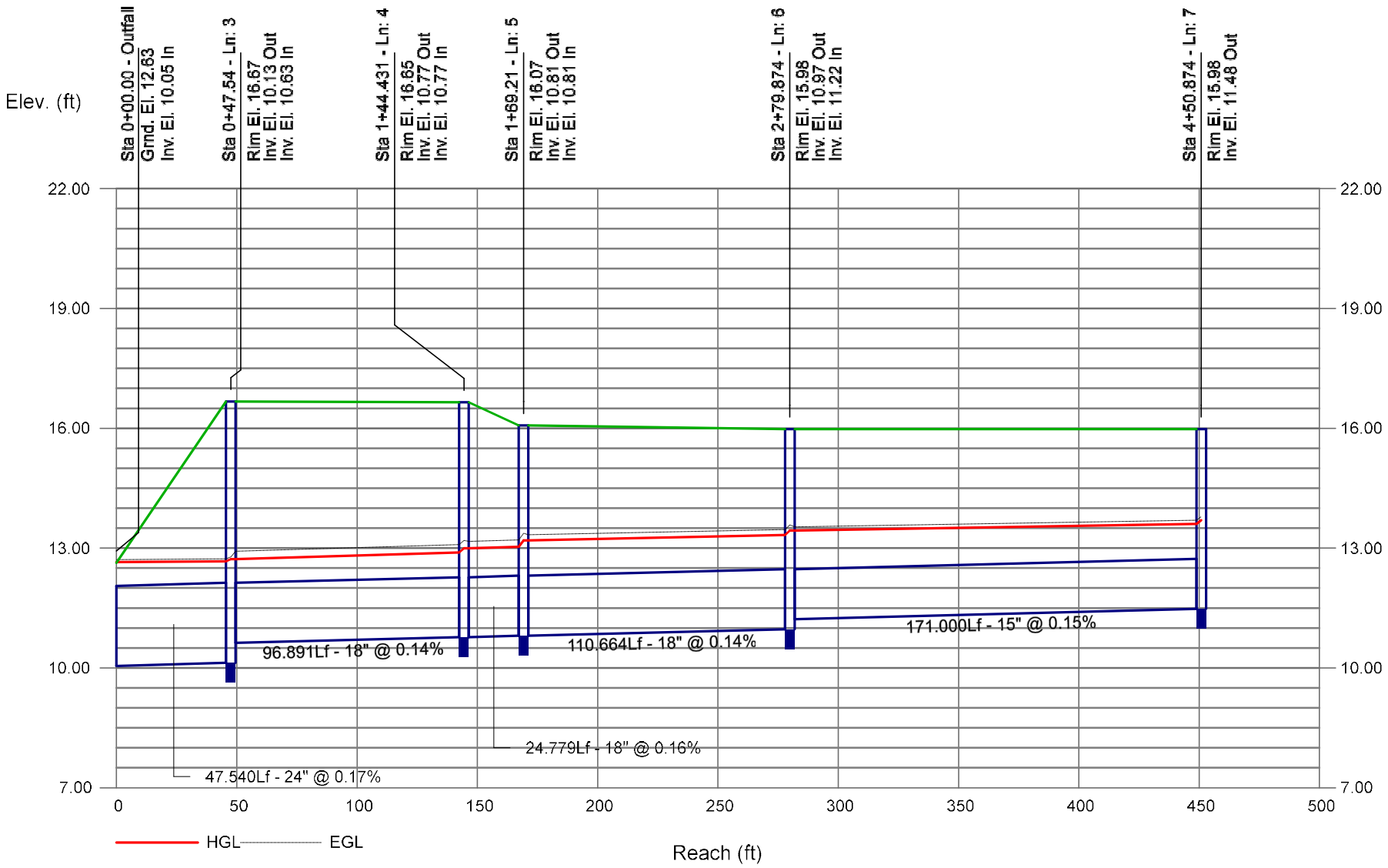
Storm Sewer Profile

Proj. file: Storm Sizing.stm



Storm Sewer Profile

Proj. file: Storm Sizing.stm



Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
1	Pipe - (3) (1)	2.01	15	Cir	91.868	12.65	13.11	0.501	13.24	13.67	n/a	13.67 j	End	Manhole
2	Pipe - (3)	1.01	15	Cir	42.919	13.11	13.32	0.489	13.67	13.71	n/a	13.71 j	1	Manhole
3	Pipe - (8)	6.24	24	Cir	47.540	10.05	10.13	0.168	12.65*	12.67*	0.05	12.72	End	Manhole
4	Pipe - (7)	6.32	18	Cir	96.891	10.63	10.77	0.144	12.72*	12.89*	0.11	13.00	3	Manhole
5	Pipe - (6) (1)	5.90	18	Cir	24.779	10.77	10.81	0.161	13.00*	13.03*	0.16	13.20	4	Manhole
6	Pipe - (6)	5.25	18	Cir	110.664	10.81	10.97	0.145	13.20*	13.33*	0.11	13.44	5	Manhole
7	Pipe - (5)	2.92	15	Cir	171.000	11.22	11.48	0.152	13.44*	13.61*	0.09	13.70	6	Manhole

Project File: Storm Sizing.stm | Number of lines: 7 | Run Date: 12/1/2023

NOTES: Return period = 10 Yrs. ; *Surcharged (HGL above crown). ; j - Line contains hyd. jump.

FL-DOT Report

Line No	To Line	Type of struc	n - Value	Len	Drainage Area			Time of conc	Time of Flow in sect	Inten (I)	Total CA	Add Q	Inlet elev	Elev of HGL			Rise	HGL	ADD		Date: 12/1/2023
					C1 = 0.2 C2 = 0.5 C3 = 0.9							Total Flow		Elev of Crown			Span	Pipe	Full Flow		Frequency: 10 yrs
					Incre-ment (ac)	Sub-Total (ac)	Sum CA					Q		Elev of Invert Up	Down	Fall	Size	Slope	Vel	Cap	Proj: Storm Sizing.stm
				(ft)				(min)	(min)	(in/hr)		(cfs)	(ft)	(ft)	(ft)	(ft)	(in)	(%)	(ft/s)	(cfs)	Line description
1	End	MH	0.009	91.868	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	15.87	0.91	6.45	0.31	0.00 2.01	17.03	13.67 14.36 13.11	13.24 13.90 12.65	0.43 0.46	15 15 Cir	0.47 0.50	3.64 5.38	2.01 6.60	Pipe - (3) (1)
2	1	MH	0.009	42.919	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	15.00	0.87	6.63	0.15	0.00 1.01	16.45	13.71 14.57 13.32	13.67 14.36 13.11	0.04 0.21	15 15 Cir	0.09 0.49	2.45 5.32	1.01 6.52	Pipe - (3)
3	End	MH	0.009	47.540	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	17.39	0.40	6.17	1.01	0.00 6.24	16.67	12.67 12.13 10.13	12.65 12.05 10.05	0.02 0.08	24 24 Cir	0.04 0.17	1.99 4.27	6.24 13.40	Pipe - (8)
4	3	MH	0.009	96.891	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	16.94	0.45	6.25	1.01	0.00 6.32	16.65	12.89 12.27 10.77	12.72 12.13 10.63	0.17 0.14	18 18 Cir	0.17 0.14	3.58 3.26	6.32 5.77	Pipe - (7)
5	4	MH	0.009	24.779	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	16.81	0.12	6.27	0.94	0.00 5.90	16.07	13.03 12.31 10.81	13.00 12.27 10.77	0.04 0.04	18 18 Cir	0.15 0.16	3.34 3.45	5.90 6.09	Pipe - (6) (1)
6	5	MH	0.009	110.664	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	16.20	0.62	6.39	0.82	0.00 5.25	15.98	13.33 12.47 10.97	13.20 12.31 10.81	0.13 0.16	18 18 Cir	0.12 0.14	2.97 3.26	5.25 5.77	Pipe - (6)
7	6	MH	0.009	171.000	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	15.00	1.20	6.63	0.44	0.00 2.92	15.98	13.61 12.73 11.48	13.44 12.47 11.22	0.17 0.26	15 15 Cir	0.10 0.15	2.38 2.96	2.92 3.64	Pipe - (5)

NOTES: Intensity = 57.85 / (Inlet time + 6.90) ^ 0.70 (in/hr) ; Time of flow in section is based on full flow.

Project File: Storm Sizing.stm

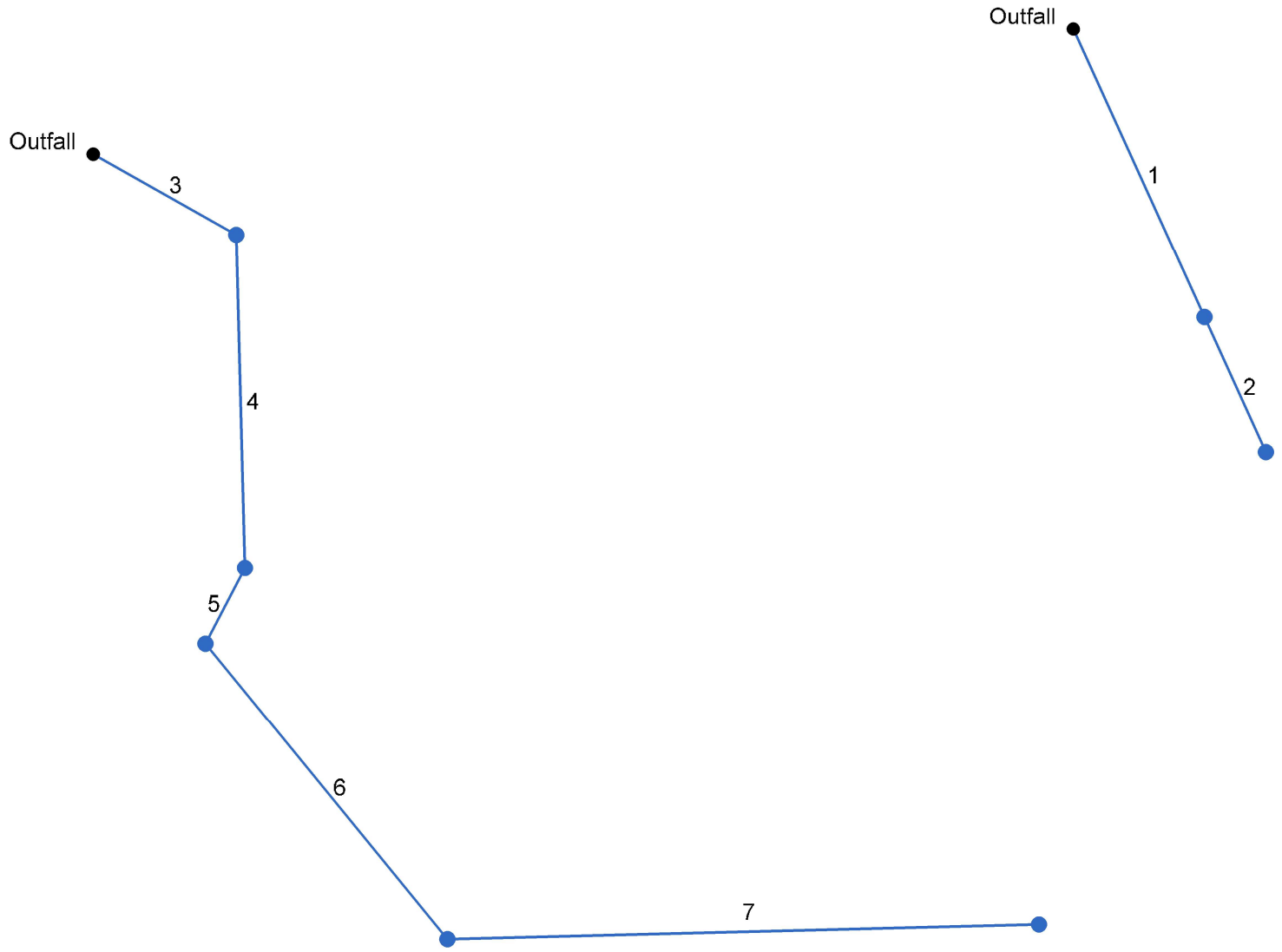
Hydraulic Grade Line Computations

Line	Size	Q	Downstream								Len	Upstream								Check		JL coeff	Minor loss
			Invert elev	HGL elev	Depth	Area	Vel	Vel head	EGL elev	Sf		Invert elev	HGL elev	Depth	Area	Vel	Vel head	EGL elev	Sf	Ave Sf	Enrgy loss		
	(in)	(cfs)	(ft)	(ft)	(ft)	(sqft)	(ft/s)	(ft)	(ft)	(%)	(ft)	(ft)	(ft)	(ft)	(sqft)	(ft/s)	(ft)	(ft)	(%)	(%)	(ft)	(K)	(ft)
1	15	2.01	12.65	13.24	0.59	0.54	3.53	0.22	13.46	0.000	91.868	13.11	13.67 j	0.56**	0.54	3.74	0.22	13.89	0.000	0.000	n/a	0.15	n/a
2	15	1.01	13.11	13.67	0.56	0.33	1.87	0.14	13.82	0.000	42.919	13.32	13.71 j	0.39**	0.33	3.04	0.14	13.86	0.000	0.000	n/a	1.00	n/a
3	24	6.24	10.05	12.65	2.00	3.14	1.99	0.06	12.71	0.036	47.540	10.13	12.67	2.00	3.14	1.98	0.06	12.73	0.036	0.036	0.017	0.88	0.05
4	18	6.32	10.63	12.72	1.50	1.77	3.58	0.20	12.92	0.174	96.891	10.77	12.89	1.50	1.77	3.58	0.20	13.09	0.174	0.174	0.168	0.54	0.11
5	18	5.90	10.77	13.00	1.50	1.77	3.34	0.17	13.17	0.151	24.779	10.81	13.03	1.50	1.77	3.34	0.17	13.21	0.151	0.151	0.038	0.93	0.16
6	18	5.25	10.81	13.20	1.50	1.77	2.97	0.14	13.33	0.120	110.664	10.97	13.33	1.50	1.77	2.97	0.14	13.47	0.120	0.120	0.133	0.82	0.11
7	15	2.92	11.22	13.44	1.25	1.23	2.38	0.09	13.53	0.098	171.000	11.48	13.61	1.25	1.23	2.38	0.09	13.70	0.098	0.098	0.167	1.00	0.09

Project File: Storm Sizing.stm | Number of lines: 7 | Run Date: 12/1/2023

Notes: ; ** Critical depth.; j-Line contains hyd. jump ; c = cir e = ellip b = box

Hydraflow Storm Sewers Extension for Autodesk® Civil 3D® Plan

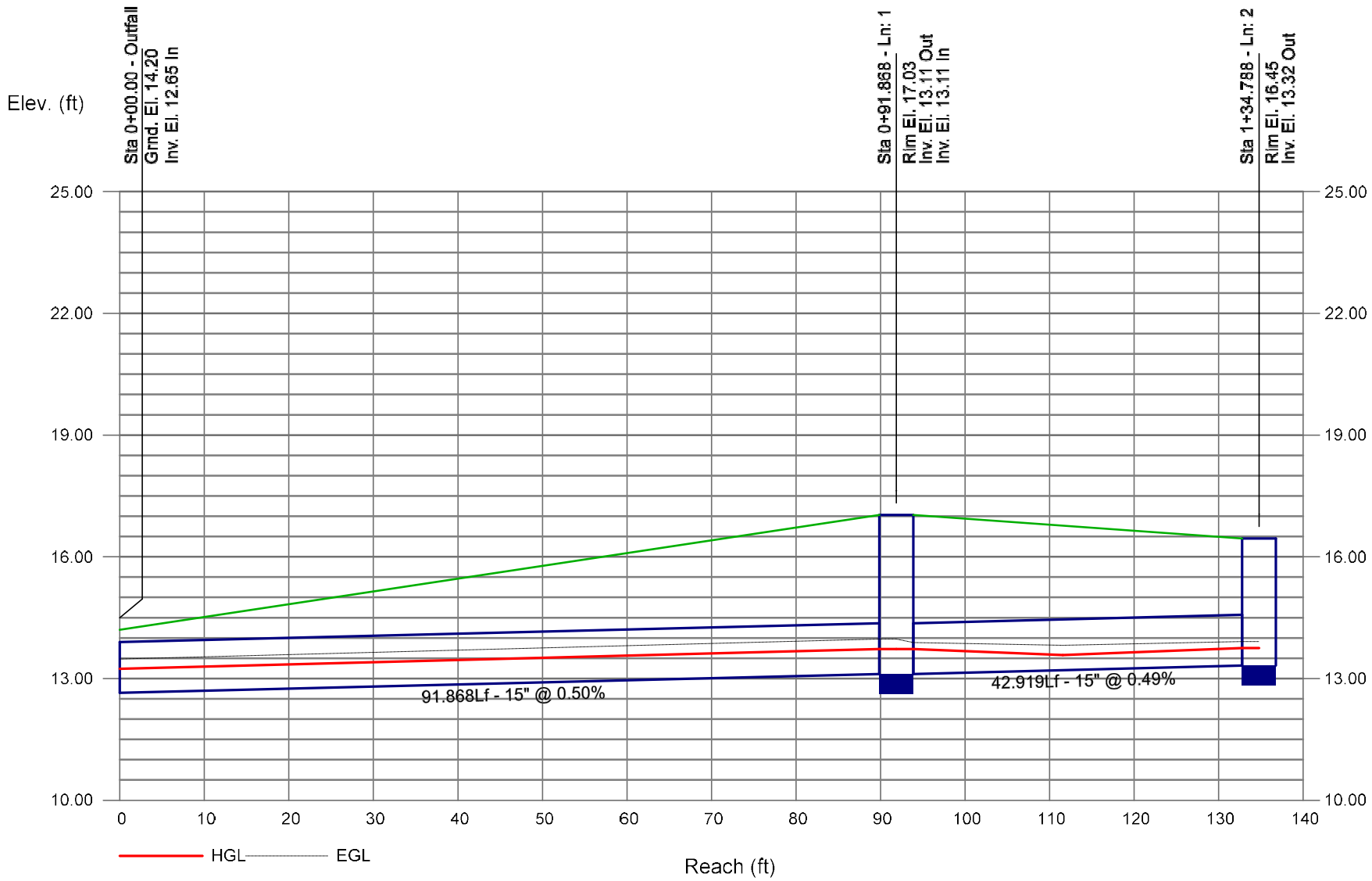


25-YEAR STORM

Project File: Storm Sizing.stm	Number of lines: 7	Date: 12/1/2023

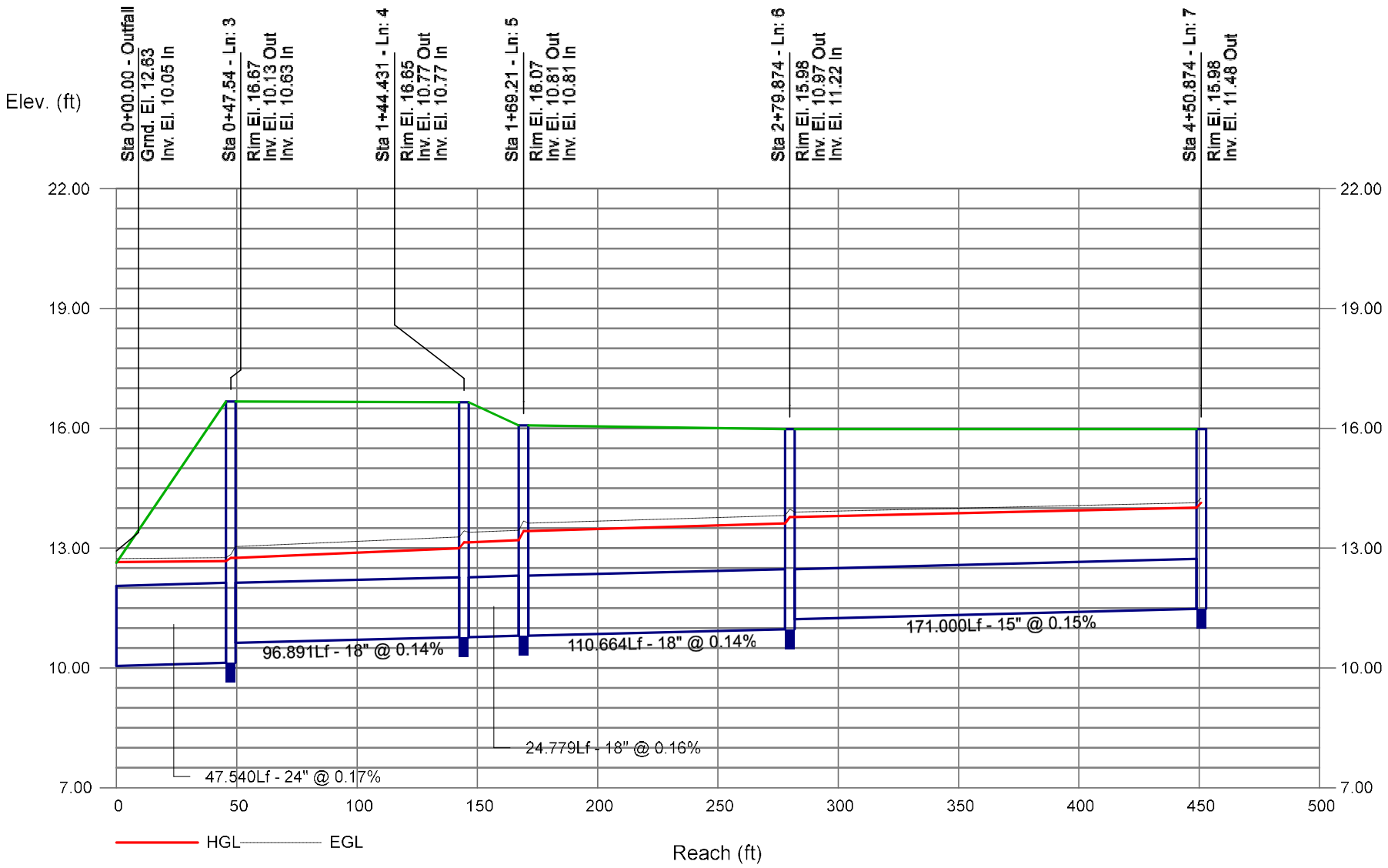
Storm Sewer Profile

Proj. file: Storm Sizing.stm



Storm Sewer Profile

Proj. file: Storm Sizing.stm



Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
1	Pipe - (3) (1)	2.40	15	Cir	91.868	12.65	13.11	0.501	13.24	13.73	n/a	13.73	End	Manhole
2	Pipe - (3)	1.19	15	Cir	42.919	13.11	13.32	0.489	13.73	13.75	n/a	13.75 j	1	Manhole
3	Pipe - (8)	7.47	24	Cir	47.540	10.05	10.13	0.168	12.65*	12.67*	0.08	12.75	End	Manhole
4	Pipe - (7)	7.55	18	Cir	96.891	10.63	10.77	0.144	12.75*	12.99*	0.15	13.15	3	Manhole
5	Pipe - (6) (1)	7.05	18	Cir	24.779	10.77	10.81	0.161	13.15*	13.20*	0.23	13.43	4	Manhole
6	Pipe - (6)	6.26	18	Cir	110.664	10.81	10.97	0.145	13.43*	13.62*	0.16	13.78	5	Manhole
7	Pipe - (5)	3.46	15	Cir	171.000	11.22	11.48	0.152	13.78*	14.01*	0.12	14.14	6	Manhole

Project File: Storm Sizing.stm | Number of lines: 7 | Run Date: 12/1/2023

NOTES: Return period = 25 Yrs. ; *Surcharged (HGL above crown). ; j - Line contains hyd. jump.

FL-DOT Report

Line No	To Line	Type of struc	n - Value	Len	Drainage Area			Time of conc	Time of Flow in sect	Inten (I)	Total CA	Add Q	Inlet elev	Elev of HGL			Rise	HGL	ADD		Date: 12/1/2023
					C1 = 0.2 C2 = 0.5 C3 = 0.9							Total Flow		Elev of Crown			Span	Pipe	Full Flow		Frequency: 25 yrs
														Elev of Invert							Proj: Storm Sizing.stm
					Increment (ac)	Sub-Total (ac)	Sum CA					Q		Up	Down	Fall	Size	Slope	Vel	Cap	
				(ft)				(min)	(min)	(in/hr)		(cfs)	(ft)	(ft)	(ft)	(ft)	(in)	(%)	(ft/s)	(cfs)	Line description
1	End	MH	0.009	91.868	0.00	0.00	0.00	15.73	0.77	7.68	0.31	0.00	17.03	13.73	13.24	0.49	15	0.53	4.08	2.40	Pipe - (3) (1)
					0.00	0.00	0.00					2.40		14.36	13.90		15	0.50	5.38	6.60	
					0.00	0.00	0.00							13.11	12.65	0.46	Cir				
2	1	MH	0.009	42.919	0.00	0.00	0.00	15.00	0.73	7.86	0.15	0.00	16.45	13.75	13.73	0.02	15	0.05	2.58	1.19	Pipe - (3)
					0.00	0.00	0.00					1.19		14.57	14.36		15	0.49	5.32	6.52	
					0.00	0.00	0.00							13.32	13.11	0.21	Cir				
3	End	MH	0.009	47.540	0.00	0.00	0.00	17.01	0.34	7.39	1.01	0.00	16.67	12.67	12.65	0.02	24	0.05	2.38	7.47	Pipe - (8)
					0.00	0.00	0.00					7.47		12.13	12.05		24	0.17	4.27	13.40	
					0.00	0.00	0.00							10.13	10.05	0.08	Cir				
4	3	MH	0.009	96.891	0.00	0.00	0.00	16.63	0.38	7.47	1.01	0.00	16.65	12.99	12.75	0.24	18	0.25	4.27	7.55	Pipe - (7)
					0.00	0.00	0.00					7.55		12.27	12.13		18	0.14	3.26	5.77	
					0.00	0.00	0.00							10.77	10.63	0.14	Cir				
5	4	MH	0.009	24.779	0.00	0.00	0.00	16.53	0.10	7.50	0.94	0.00	16.07	13.20	13.15	0.05	18	0.22	3.99	7.05	Pipe - (6) (1)
					0.00	0.00	0.00					7.05		12.31	12.27		18	0.16	3.45	6.09	
					0.00	0.00	0.00							10.81	10.77	0.04	Cir				
6	5	MH	0.009	110.664	0.00	0.00	0.00	16.01	0.52	7.61	0.82	0.00	15.98	13.62	13.43	0.19	18	0.17	3.54	6.26	Pipe - (6)
					0.00	0.00	0.00					6.26		12.47	12.31		18	0.14	3.26	5.77	
					0.00	0.00	0.00							10.97	10.81	0.16	Cir				
7	6	MH	0.009	171.000	0.00	0.00	0.00	15.00	1.01	7.86	0.44	0.00	15.98	14.01	13.78	0.24	15	0.14	2.82	3.46	Pipe - (5)
					0.00	0.00	0.00					3.46		12.73	12.47		15	0.15	2.96	3.64	
					0.00	0.00	0.00							11.48	11.22	0.26	Cir				

NOTES: Intensity = 74.85 / (Inlet time + 7.60) ^ 0.72 (in/hr) ; Time of flow in section is based on full flow.

Project File: Storm Sizing.stm

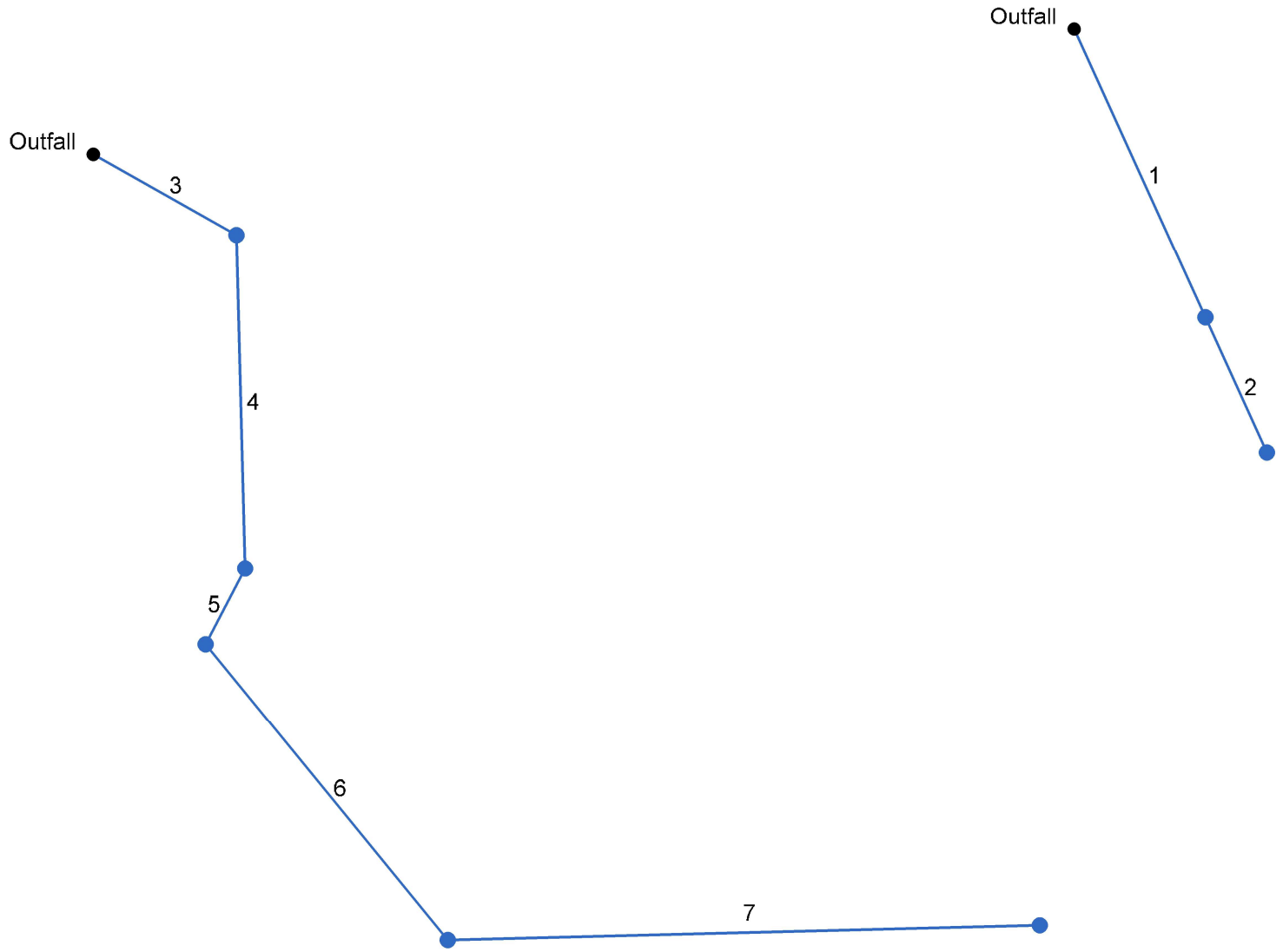
Hydraulic Grade Line Computations

Line	Size	Q	Downstream								Len	Upstream								Check		JL coeff	Minor loss
			Invert elev	HGL elev	Depth	Area	Vel	Vel head	EGL elev	Sf		Invert elev	HGL elev	Depth	Area	Vel	Vel head	EGL elev	Sf	Ave Sf	Enrgy loss		
	(in)	(cfs)	(ft)	(ft)	(ft)	(sqft)	(ft/s)	(ft)	(ft)	(%)	(ft)	(ft)	(ft)	(ft)	(sqft)	(ft/s)	(ft)	(ft)	(%)	(%)	(ft)	(K)	(ft)
1	15	2.40	12.65	13.24	0.59	0.57	4.20	0.24	13.48	0.000	91.868	13.11	13.73	0.62**	0.61	3.95	0.24	13.97	0.000	0.000	n/a	0.15	n/a
2	15	1.19	13.11	13.73	0.62	0.37	1.97	0.16	13.89	0.000	42.919	13.32	13.75 j	0.43**	0.37	3.19	0.16	13.91	0.000	0.000	n/a	1.00	n/a
3	24	7.47	10.05	12.65	2.00	3.14	2.38	0.09	12.74	0.052	47.540	10.13	12.67	2.00	3.14	2.38	0.09	12.76	0.052	0.052	0.025	0.88	0.08
4	18	7.55	10.63	12.75	1.50	1.77	4.28	0.28	13.04	0.248	96.891	10.77	12.99	1.50	1.77	4.27	0.28	13.28	0.248	0.248	0.240	0.54	0.15
5	18	7.05	10.77	13.15	1.50	1.77	3.99	0.25	13.39	0.216	24.779	10.81	13.20	1.50	1.77	3.99	0.25	13.45	0.216	0.216	0.054	0.93	0.23
6	18	6.26	10.81	13.43	1.50	1.77	3.54	0.20	13.63	0.170	110.664	10.97	13.62	1.50	1.77	3.54	0.19	13.81	0.170	0.170	0.188	0.82	0.16
7	15	3.46	11.22	13.78	1.25	1.23	2.82	0.12	13.90	0.138	171.000	11.48	14.01	1.25	1.23	2.82	0.12	14.14	0.137	0.137	0.235	1.00	0.12

Project File: Storm Sizing.stm | Number of lines: 7 | Run Date: 12/1/2023

Notes: ; ** Critical depth.; j-Line contains hyd. jump ; c = cir e = ellip b = box

Hydraflow Storm Sewers Extension for Autodesk® Civil 3D® Plan

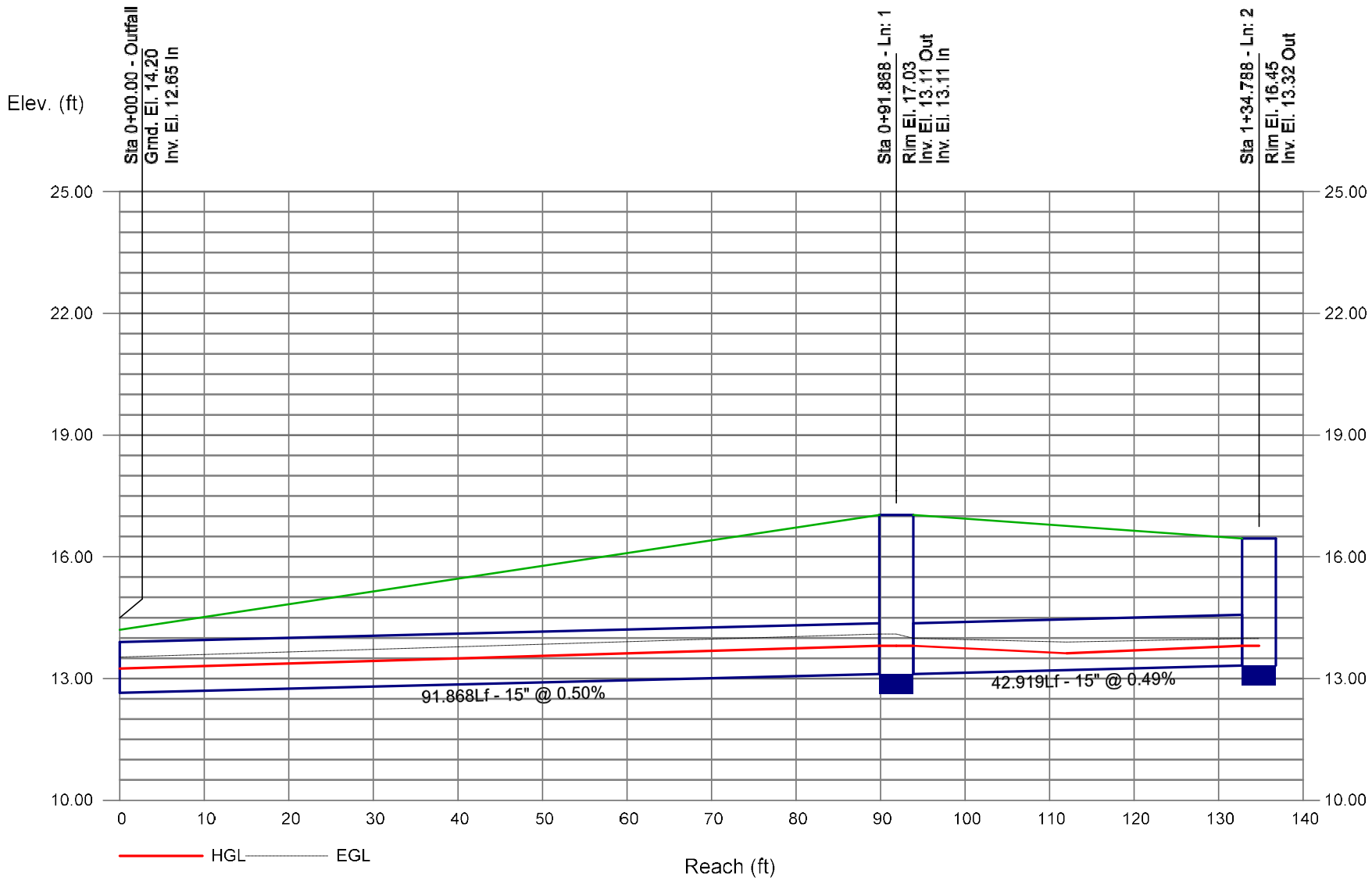


100-YEAR STORM

Project File: Storm Sizing.stm	Number of lines: 7	Date: 12/1/2023

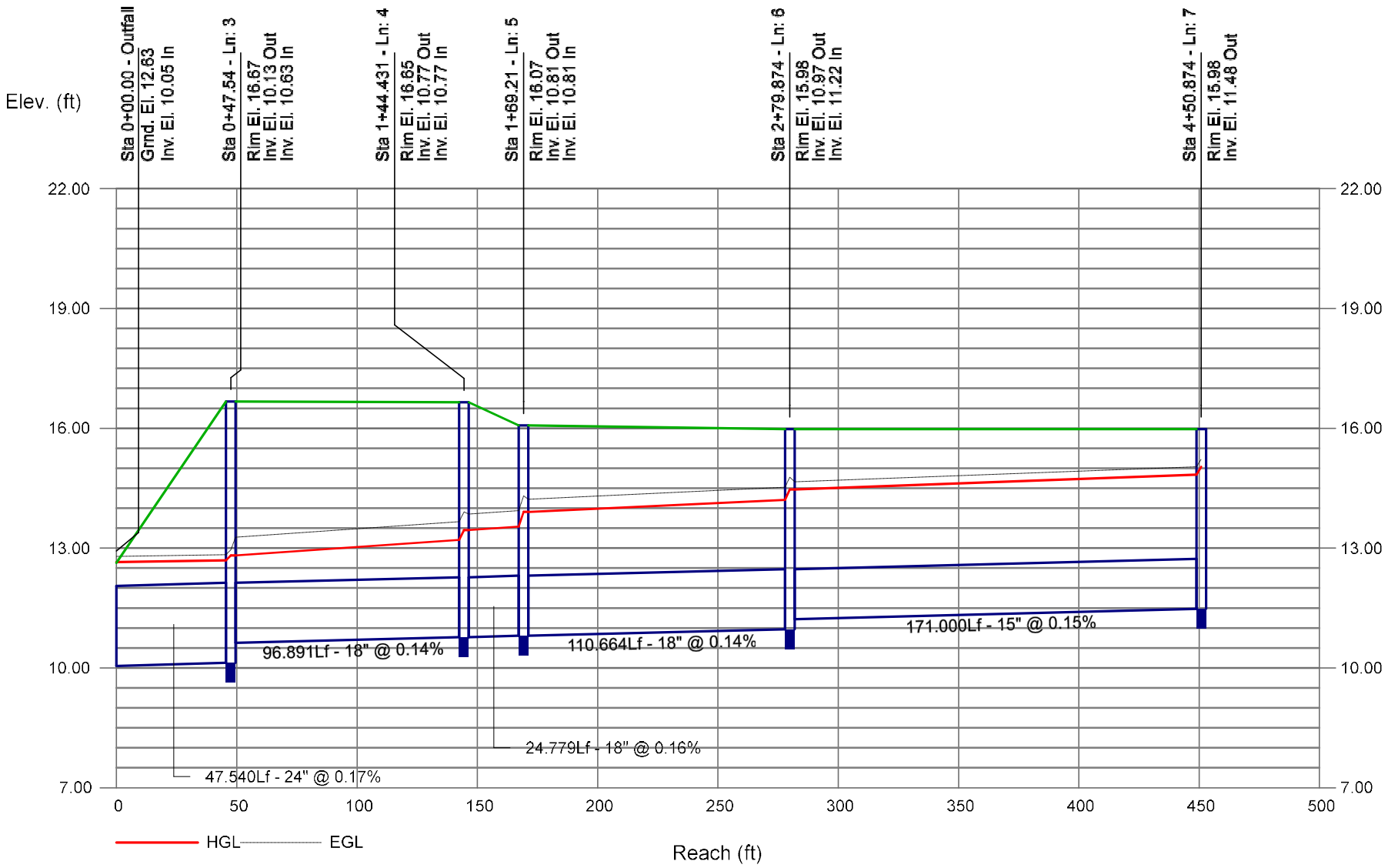
Storm Sewer Profile

Proj. file: Storm Sizing.stm



Storm Sewer Profile

Proj. file: Storm Sizing.stm



Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
1	Pipe - (3) (1)	3.03	15	Cir	91.868	12.65	13.11	0.501	13.24	13.81	0.04	13.81	End	Manhole
2	Pipe - (3)	1.50	15	Cir	42.919	13.11	13.32	0.489	13.81	13.81	n/a	13.81 j	1	Manhole
3	Pipe - (8)	9.51	24	Cir	47.540	10.05	10.13	0.168	12.65*	12.69*	0.13	12.82	End	Manhole
4	Pipe - (7)	9.60	18	Cir	96.891	10.63	10.77	0.144	12.82*	13.20*	0.25	13.45	3	Manhole
5	Pipe - (6) (1)	8.95	18	Cir	24.779	10.77	10.81	0.161	13.45*	13.54*	0.37	13.91	4	Manhole
6	Pipe - (6)	7.92	18	Cir	110.664	10.81	10.97	0.145	13.91*	14.21*	0.26	14.47	5	Manhole
7	Pipe - (5)	4.35	15	Cir	171.000	11.22	11.48	0.152	14.47*	14.84*	0.20	15.03	6	Manhole

Project File: Storm Sizing.stm | Number of lines: 7 | Run Date: 12/1/2023

NOTES: Return period = 100 Yrs. ; *Surcharged (HGL above crown). ; j - Line contains hyd. jump.

FL-DOT Report

Line No	To Line	Type of struc	n - Value	Len	Drainage Area			Time of conc	Time of Flow in sect	Inten (I)	Total CA	Add Q	Inlet elev	Elev of HGL			Rise	HGL	ADD		Date: 12/1/2023
					C1 = 0.2 C2 = 0.5 C3 = 0.9							Total Flow		Elev of Crown			Span	Pipe	Full Flow		Frequency: 100 yrs
														Elev of Invert							Proj: Storm Sizing.stm
					Incre-ment (ac)	Sub-Total (ac)	Sum CA					Q		Up	Down	Fall	Size	Slope	Vel	Cap	
				(ft)				(min)	(min)	(in/hr)		(cfs)	(ft)	(ft)	(ft)	(ft)	(in)	(%)	(ft/s)	(cfs)	Line description
1	End	MH	0.009	91.868	0.00	0.00	0.00	15.58	0.61	9.71	0.31	0.00	17.03	13.81	13.24	0.56	15	0.61	4.77	3.03	Pipe - (3) (1)
					0.00	0.00	0.00					3.03		14.36	13.90		15	0.50	5.38	6.60	
					0.00	0.00	0.00							13.11	12.65	0.46	Cir				
2	1	MH	0.009	42.919	0.00	0.00	0.00	15.00	0.58	9.89	0.15	0.00	16.45	13.81	13.81	0.00	15	-0.01	2.77	1.50	Pipe - (3)
					0.00	0.00	0.00					1.50		14.57	14.36		15	0.49	5.32	6.52	
					0.00	0.00	0.00							13.32	13.11	0.21	Cir				
3	End	MH	0.009	47.540	0.00	0.00	0.00	16.60	0.27	9.41	1.01	0.00	16.67	12.69	12.65	0.04	24	0.08	3.03	9.51	Pipe - (8)
					0.00	0.00	0.00					9.51		12.13	12.05		24	0.17	4.27	13.40	
					0.00	0.00	0.00							10.13	10.05	0.08	Cir				
4	3	MH	0.009	96.891	0.00	0.00	0.00	16.30	0.30	9.49	1.01	0.00	16.65	13.20	12.82	0.39	18	0.40	5.43	9.60	Pipe - (7)
					0.00	0.00	0.00					9.60		12.27	12.13		18	0.14	3.26	5.77	
					0.00	0.00	0.00							10.77	10.63	0.14	Cir				
5	4	MH	0.009	24.779	0.00	0.00	0.00	16.22	0.08	9.52	0.94	0.00	16.07	13.54	13.45	0.09	18	0.35	5.07	8.95	Pipe - (6) (1)
					0.00	0.00	0.00					8.95		12.31	12.27		18	0.16	3.45	6.09	
					0.00	0.00	0.00							10.81	10.77	0.04	Cir				
6	5	MH	0.009	110.664	0.00	0.00	0.00	15.80	0.41	9.64	0.82	0.00	15.98	14.21	13.91	0.30	18	0.27	4.48	7.92	Pipe - (6)
					0.00	0.00	0.00					7.92		12.47	12.31		18	0.14	3.26	5.77	
					0.00	0.00	0.00							10.97	10.81	0.16	Cir				
7	6	MH	0.009	171.000	0.00	0.00	0.00	15.00	0.80	9.89	0.44	0.00	15.98	14.84	14.47	0.37	15	0.22	3.55	4.35	Pipe - (5)
					0.00	0.00	0.00					4.35		12.73	12.47		15	0.15	2.96	3.64	
					0.00	0.00	0.00							11.48	11.22	0.26	Cir				

NOTES: Intensity = 114.60 / (Inlet time + 9.00) ^ 0.77 (in/hr) ; Time of flow in section is based on full flow.

Project File: Storm Sizing.stm

Hydraulic Grade Line Computations

Line	Size	Q	Downstream								Len	Upstream								Check		JL coeff	Minor loss
			Invert elev	HGL elev	Depth	Area	Vel	Vel head	EGL elev	Sf		Invert elev	HGL elev	Depth	Area	Vel	Vel head	EGL elev	Sf	Ave Sf	Enrgy loss		
	(in)	(cfs)	(ft)	(ft)	(ft)	(sqft)	(ft/s)	(ft)	(ft)	(%)	(ft)	(ft)	(ft)	(ft)	(sqft)	(ft/s)	(ft)	(ft)	(%)	(%)	(ft)	(K)	(ft)
1	15	3.03	12.65	13.24	0.59	0.58	5.26	0.29	13.53	0.000	91.868	13.11	13.81	0.70**	0.71	4.29	0.29	14.10	0.000	0.000	n/a	0.15	0.04
2	15	1.50	13.11	13.81	0.70	0.44	2.13	0.18	13.99	0.000	42.919	13.32	13.81 j	0.49**	0.44	3.41	0.18	13.99	0.000	0.000	n/a	1.00	n/a
3	24	9.51	10.05	12.65	2.00	3.14	3.03	0.14	12.79	0.085	47.540	10.13	12.69	2.00	3.14	3.03	0.14	12.83	0.085	0.085	0.040	0.88	0.13
4	18	9.60	10.63	12.82	1.50	1.77	5.43	0.46	13.27	0.400	96.891	10.77	13.20	1.50	1.77	5.43	0.46	13.66	0.400	0.400	0.388	0.54	0.25
5	18	8.95	10.77	13.45	1.50	1.77	5.07	0.40	13.85	0.349	24.779	10.81	13.54	1.50	1.77	5.07	0.40	13.94	0.348	0.349	0.086	0.93	0.37
6	18	7.92	10.81	13.91	1.50	1.77	4.48	0.31	14.22	0.273	110.664	10.97	14.21	1.50	1.77	4.48	0.31	14.52	0.273	0.273	0.302	0.82	0.26
7	15	4.35	11.22	14.47	1.25	1.23	3.55	0.20	14.66	0.218	171.000	11.48	14.84	1.25	1.23	3.54	0.20	15.03	0.218	0.218	0.372	1.00	0.20

Project File: Storm Sizing.stm | Number of lines: 7 | Run Date: 12/1/2023

Notes: ; ** Critical depth.; j-Line contains hyd. jump ; c = cir e = ellip b = box

Appendix B1 – Curve Number Calculations

Woodpsring Suites | Ft. Pierce, FL

Curve Number Calculations

Designed by: NP
Date: 10/30/2023

EXISTING CURVE NUMBER CALCULATIONS

Cover Type	HSG *	Description	CN	Area (ac.)
Woods	C/D	Good Hydrologic Condition	70 **	4.74
			Total Area =	4.74

**HSG determinations are per NRCS Custom Soil Resource Report for this project.*
***Curve Numbers are per TR-55 NRCS*

Weighted CN = 70.00

PROPOSED CURVE NUMBER CALCULATIONS (Total Site)

Cover Type	HSG *	Description	CN	Area (ac.)
Pervious	C/D	Good Condition (Grass cover >75%)	74 **	1.30
Impervious	C/D	Paved parking lots, roofs, driveways, etc.	98 **	3.43
			Total Area =	4.73

**HSG determinations are per NRCS Custom Soil Resource Report for this project.*
***Curve Numbers are per TR-55 NRCS*

Weighted CN = 91.40
Rounded Weighted CN for Design = 92

PROPOSED CURVE NUMBER CALCULATIONS (Woodspring Parcel)

Cover Type	HSG *	Description	CN	Area (ac.)
Pervious	C/D	Good Condition (Grass cover >75%)	74 **	0.89
Impervious	C/D	Paved parking lots, roofs, driveways, etc.	98 **	2.50
			Total Area =	3.39

**HSG determinations are per NRCS Custom Soil Resource Report for this project.*
***Curve Numbers are per TR-55 NRCS*

Weighted CN = 91.70
Rounded Weighted CN for Design = 92

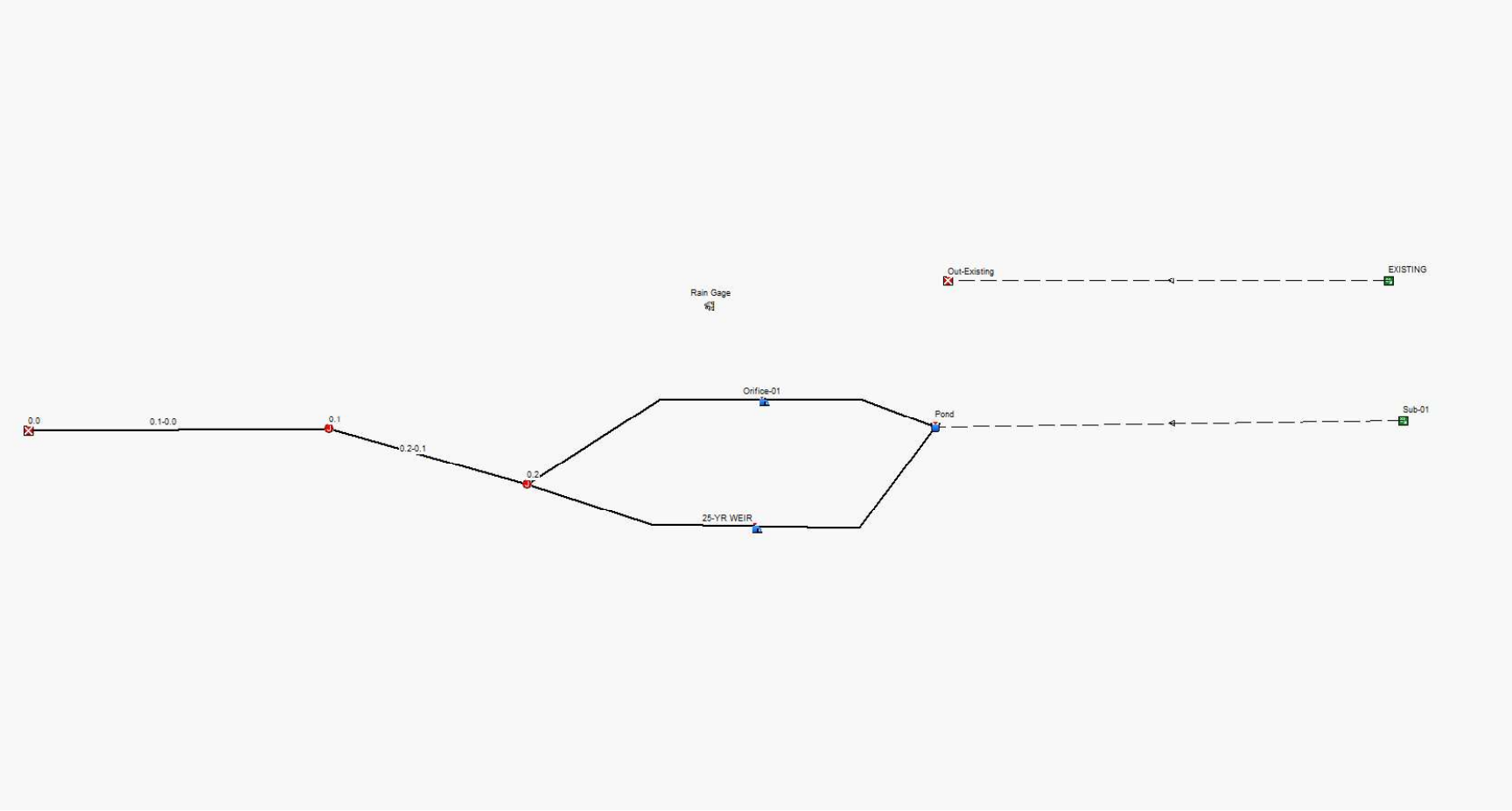
PROPOSED CURVE NUMBER CALCULATIONS (Outlot Parcel)

Cover Type	HSG *	Description	CN	Area (ac.)
Pervious	C/D	Good Condition (Grass cover >75%)	74 **	0.41
Impervious	C/D	Paved parking lots, roofs, driveways, etc.	98 **	0.93
			Total Area =	1.34

**HSG determinations are per NRCS Custom Soil Resource Report for this project.*
***Curve Numbers are per TR-55 NRCS*

Weighted CN = 90.66
Rounded Weighted CN for Design = 91

Appendix B2 – SSA Model Network


Out-Existing
EXISTING
Rain Gage
Orifice-01
0.0
0.1-0.0
0.1
Pond
Sub-01
0.2-0.1
0.2
25-YR WEIR

Appendix B3 – SSA Output – 10-year 24-hour

Project Description

File Name	Ft Pierce.SPF

Project Options

Flow Units	CFS
Elevation Type	Elevation
Hydrology Method	SCS TR-20
Time of Concentration (TOC) Method	SCS TR-55
Link Routing Method	Hydrodynamic
Enable Overflow Ponding at Nodes	YES
Skip Steady State Analysis Time Periods	NO

Analysis Options

Start Analysis On	00:00:00	0:00:00
End Analysis On	00:00:00	0:00:00
Start Reporting On	00:00:00	0:00:00
Antecedent Dry Days	0	days
Runoff (Dry Weather) Time Step	0 01:00:00	days hh:mm:ss
Runoff (Wet Weather) Time Step	0 00:05:00	days hh:mm:ss
Reporting Time Step	0 00:05:00	days hh:mm:ss
Routing Time Step	3	seconds

Number of Elements

	Qty
Rain Gages	1
Subbasins	2
Nodes	5
Junctions	2
Outfalls	2
Flow Diversions	0
Inlets	0
Storage Nodes	1
Links	4
Channels	0
Pipes	2
Pumps	0
Orifices	1
Weirs	1
Outlets	0
Pollutants	0
Land Uses	0

Rainfall Details

SN	Rain Gage ID	Data Source	Data Source ID	Rainfall Type	Rain Units	State	County	Return Period (years)	Rainfall Depth (inches)	Rainfall Distribution
1	Rain Gage	Time Series	10 - 24 Hour	Cumulative	inches	Florida	St. Lucie	10.00	6.00	SFWMD 24-hr

Subbasin Summary

SN	Subbasin ID	Area (ac)	Peak Rate Factor	Weighted Curve Number	Total Rainfall (in)	Total Runoff (in)	Total Runoff Volume (ac-in)	Peak Runoff (cfs)	Time of Concentration (days hh:mm:ss)
1	EXISTING	4.73	256.00	70.00	6.00	2.81	13.27	4.94	0 00:39:04
2	Sub-01	4.74	256.00	92.00	6.00	5.07	24.03	19.85	0 00:06:00

Node Summary

SN	Element ID	Element Type	Invert Elevation (ft)	Ground/Rim (Max) Elevation (ft)	Initial Water Elevation (ft)	Surcharge Elevation (ft)	Ponded Area (ft^2)	Peak Inflow (cfs)	Max HGL Elevation Attained (ft)	Max Surcharge Depth Attained (ft)	Time of Peak Flooding Occurrence (days hh:mm)
1	0.1	Junction	12.43	16.76	0.00	16.76	0.00	0.43	12.69	0.00	0 00:00
2	0.2	Junction	12.65	16.75	0.00	16.75	0.00	0.43	12.91	0.00	0 00:00
3	0	Outfall	11.96					0.43	11.96		
4	Out-Existing	Outfall	0.00					4.93	0.00		
5	Pond	Storage Node	12.65	17.00	0.00		0.00	19.79	15.98		

Link Summary

SN	Element ID	Element Type	From (Inlet) Node	To (Outlet) Node	Length (ft)	Inlet Invert Elevation (ft)	Outlet Invert Elevation (ft)	Average Slope (%)	Diameter or Height (in)	Manning's Roughness	Peak Flow (cfs)	Design Flow Capacity (cfs)	Peak Flow/ Design Flow Ratio	Peak Flow Velocity (ft/sec)	Peak Flow Depth (ft)	Peak Flow Depth/ Total Depth Ratio
1	0.1-0.0	Pipe	0.1	0	17.00	12.43	12.26	1.0000	15.000	0.0150	0.43	5.60	0.08	2.47	0.25	0.20
2	0.2-0.1	Pipe	0.2	0.1	22.00	12.65	12.43	1.0000	15.000	0.0150	0.43	5.60	0.08	2.28	0.26	0.21
3	Orifice-01	Orifice	Pond	0.2		12.65	12.65		3.130		0.43					
4	25-YR WEIR	Weir	Pond	0.2		12.65	12.65				0.00					

Subbasin Hydrology

Subbasin : EXISTING

Input Data

Area (ac) 4.73
Peak Rate Factor 256
Weighted Curve Number 70
Rain Gage ID ..... Rain Gage

Composite Curve Number

32 Soil/Surface Description	Area (acres)	Soil Group	Curve Number
-	4.73	-	70
Composite Area & Weighted CN	4.73		70

Time of Concentration

TOC Method : SCS TR-55

Sheet Flow Equation :

Tc = (0.007 * ((n * Lf)^0.8)) / ((P^0.5) * (Sf^0.4))

Where :

Tc = Time of Concentration (hr)
n = Manning's roughness
Lf = Flow Length (ft)
P = 2 yr, 24 hr Rainfall (inches)
Sf = Slope (ft/ft)

Shallow Concentrated Flow Equation :

V = 16.1345 * (Sf^0.5) (unpaved surface)
V = 20.3282 * (Sf^0.5) (paved surface)
V = 15.0 * (Sf^0.5) (grassed waterway surface)
V = 10.0 * (Sf^0.5) (nearly bare & untilled surface)
V = 9.0 * (Sf^0.5) (cultivated straight rows surface)
V = 7.0 * (Sf^0.5) (short grass pasture surface)
V = 5.0 * (Sf^0.5) (woodland surface)
V = 2.5 * (Sf^0.5) (forest w/heavy litter surface)
Tc = (Lf / V) / (3600 sec/hr)

Where:

Tc = Time of Concentration (hr)
Lf = Flow Length (ft)
V = Velocity (ft/sec)
Sf = Slope (ft/ft)

Channel Flow Equation :

V = (1.49 * (R^(2/3)) * (Sf^0.5)) / n
R = Aq / Wp
Tc = (Lf / V) / (3600 sec/hr)

Where :

Tc = Time of Concentration (hr)
Lf = Flow Length (ft)
R = Hydraulic Radius (ft)
Aq = Flow Area (ft^2)
Wp = Wetted Perimeter (ft)
V = Velocity (ft/sec)
Sf = Slope (ft/ft)
n = Manning's roughness

Sheet Flow Computations	Subarea A	Subarea B	Subarea C
Manning's Roughness :	0.4	0	0
Flow Length (ft) :	130	0	0
Slope (%) :	1	0	0
2 yr, 24 hr Rainfall (in) :	5.25	0	0
Velocity (ft/sec) :	0.08	0	0
Computed Flow Time (min) :	27.29	0	0

Shallow Concentrated Flow Computations	Subarea A	Subarea B	Subarea C
Flow Length (ft) :	424	0	0
Slope (%) :	0.14	0	0
Surface Type :	Unpaved	Unpaved	Unpaved
Velocity (ft/sec) :	0.6	0	0
Computed Flow Time (min) :	11.78	0	0

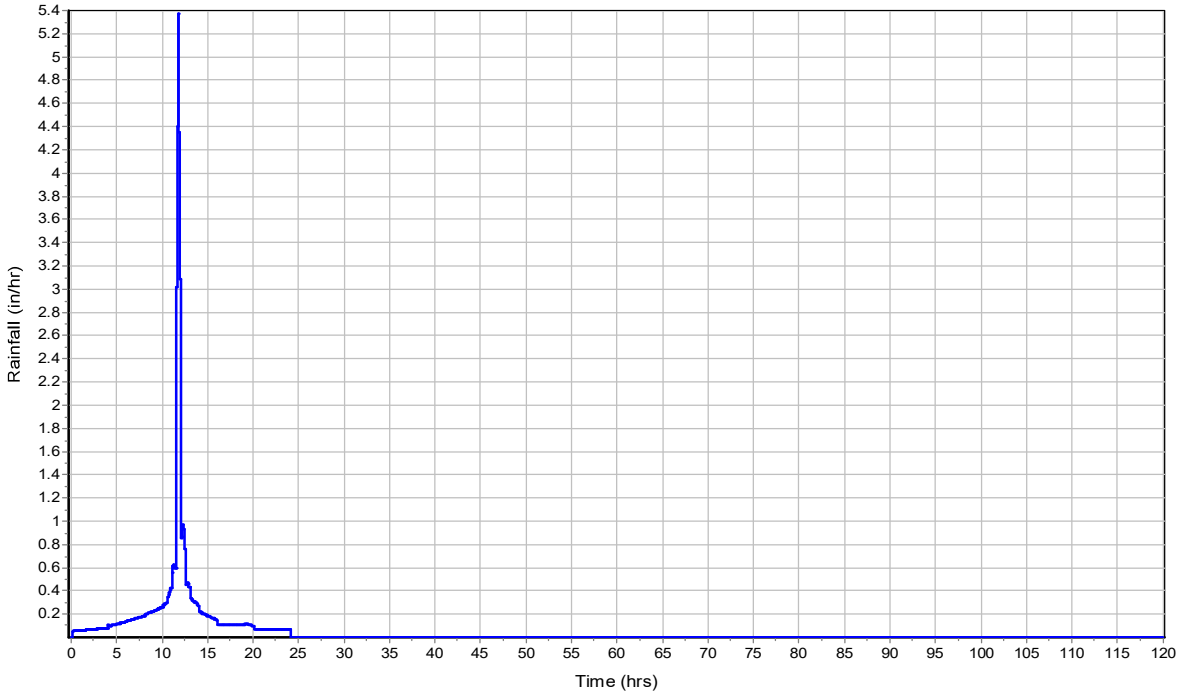
Total TOC (min) 39.07

Subbasin Runoff Results

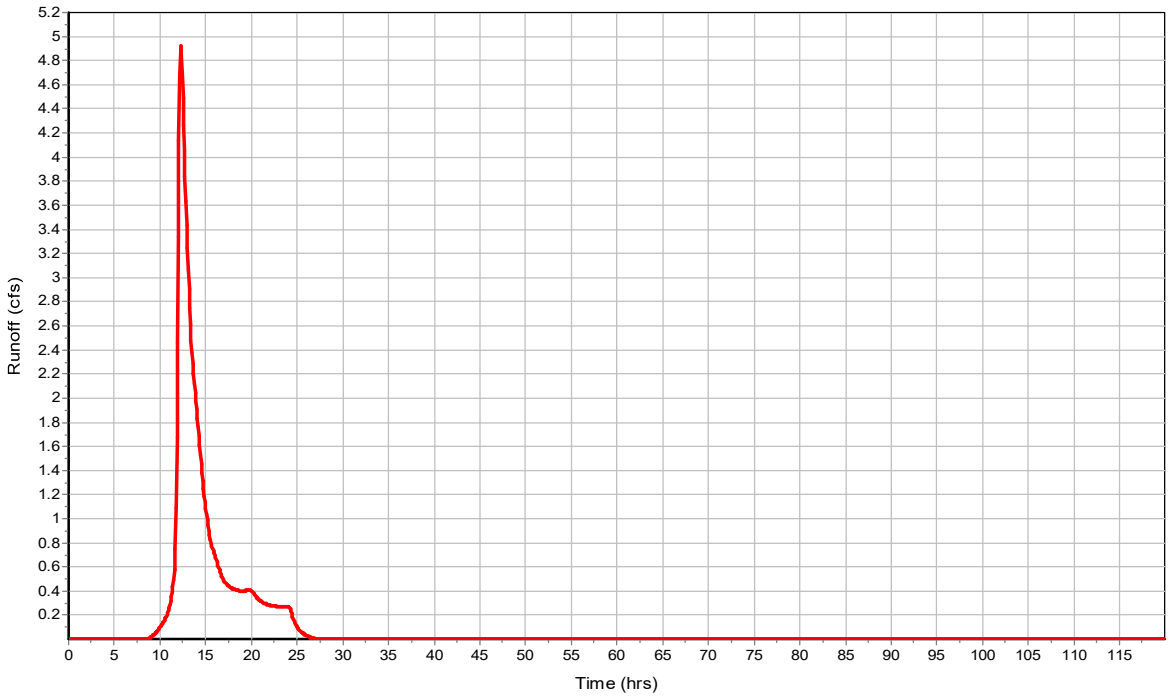
Total Rainfall (in)	6
Total Runoff (in)	2.81
Peak Runoff (cfs)	4.94
Weighted Curve Number	70
Time of Concentration (days hh:mm:ss)	0 00:39:04

Subbasin : EXISTING

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : Sub-01

Input Data

Area (ac)	4.74
Peak Rate Factor	256
Weighted Curve Number	92
Rain Gage ID	Rain Gage

Composite Curve Number

32 Soil/Surface Description	Area (acres)	Soil Group	Curve Number
-	4.73	-	92
Composite Area & Weighted CN	4.73		92

Time of Concentration

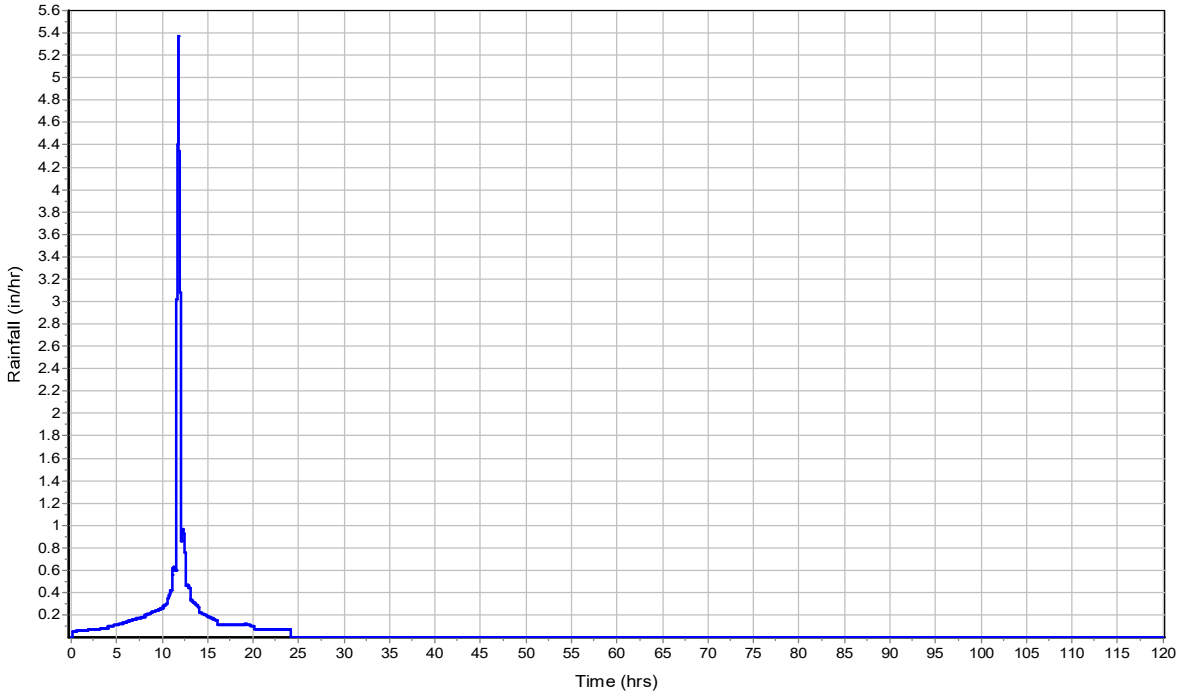
User-Defined TOC override (minutes): 5

Subbasin Runoff Results

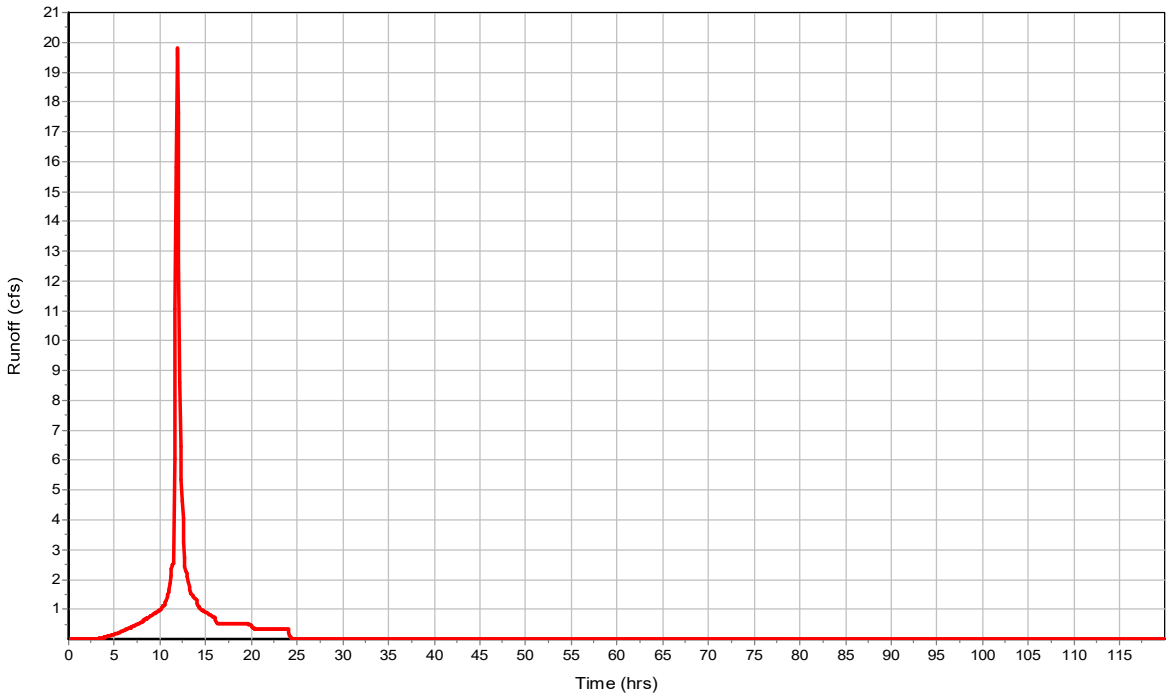
Total Rainfall (in)	6
Total Runoff (in)	5.07
Peak Runoff (cfs)	19.85
Weighted Curve Number	92
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : Sub-01

Rainfall Intensity Graph



Runoff Hydrograph



Junction Input

SN	Element ID	Invert Elevation (ft)	Ground/Rim (Max) Elevation (ft)	Ground/Rim (Max) Offset (ft)	Initial Water Elevation (ft)	Initial Water Depth (ft)	Surcharge Elevation (ft)	Surcharge Depth (ft)	Ponded Area (ft^2)	Minimum Pipe Cover (in)
1	0.1	12.43	16.76	4.33	0.00	-12.43	16.76	0.00	0.00	0.00
2	0.2	12.65	16.75	4.10	0.00	-12.65	16.75	0.00	0.00	0.00

Junction Results

SN	Element ID	Peak Inflow (cfs)	Peak Lateral Inflow (cfs)	Max HGL Elevation Attained (ft)	Max HGL Depth Attained (ft)	Max Surcharge Depth Attained (ft)	Min Freeboard Attained (ft)	Average HGL Elevation Attained (ft)	Average HGL Depth Attained (ft)	Time of Max HGL Occurrence (days hh:mm)	Time of Peak Flooding Occurrence (days hh:mm)
1	0.1	0.43	0.00	12.69	0.26	0.00	4.07	12.58	0.15	0 20:09	0 00:00
2	0.2	0.43	0.00	12.91	0.26	0.00	5.68	12.80	0.15	0 20:09	0 00:00

Pipe Input

SN	Element ID	Length	Inlet Invert Elevation	Inlet Invert Offset	Outlet Invert Elevation	Outlet Invert Offset	Total Drop	Average Slope	Pipe Shape	Pipe Diameter or Height	Pipe Width	Manning's Roughness	Entrance Losses	Exit/Bend Losses	Additional Losses	Initial Flow
		(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(%)		(in)	(in)					(cfs)
1	0.1-0.0	17.00	12.43	0.00	12.26	0.30	0.17	1.0000	CIRCULAR	15.000	15.000	0.0150	0.5000	0.5000	0.0000	0.00
2	0.2-0.1	22.00	12.65	0.00	12.43	0.00	0.22	1.0000	CIRCULAR	15.000	15.000	0.0150	0.5000	0.5000	0.0000	0.00

Pipe Results

SN	Element ID	Peak Flow	Time of Peak Flow Occurrence	Design Flow Capacity	Peak Flow/ Design Flow Ratio	Peak Flow Velocity	Travel Time	Peak Flow Depth	Peak Flow Depth/ Total Depth Ratio
		(cfs)	(days hh:mm)	(cfs)		(ft/sec)	(min)	(ft)	
1	0.1-0.0	0.43	0 20:09	5.60	0.08	2.47	0.11	0.25	0.20
2	0.2-0.1	0.43	0 20:09	5.60	0.08	2.28	0.16	0.26	0.21

Storage Nodes

Storage Node : Pond

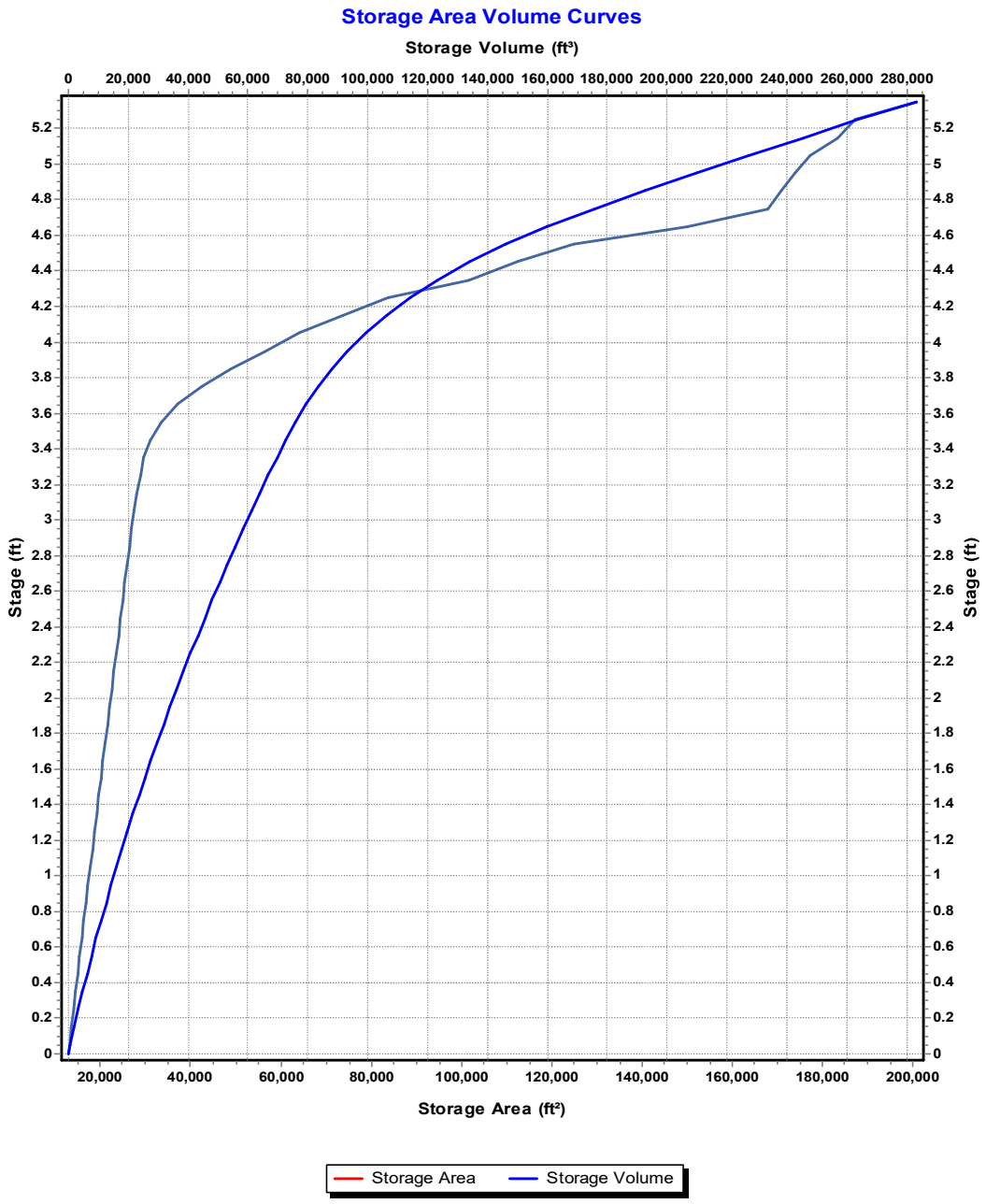
Input Data

Invert Elevation (ft)	12.65
Max (Rim) Elevation (ft)	17.00
Max (Rim) Offset (ft)	4.35
Initial Water Elevation (ft)	0.00
Initial Water Depth (ft)	-12.65
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : Pond

Stage (ft)	Storage Area (ft²)	Storage Volume (ft³)
0	12883.67	0
0.05	13111.23	649.87
0.15	13567.31	1983.8
0.25	14024.71	3363.4
0.35	14483.42	4788.81
0.45	14943.46	6260.15
0.55	15404.82	7777.56
0.65	15867.5	9341.18
0.75	16331.5	10951.13
0.85	16796.82	12607.55
0.95	17263.46	14310.56
1.05	17736.53	16060.56
1.15	18206.64	17857.72
1.25	18678.02	19701.95
1.35	19150.66	21593.38
1.45	19624.56	23532.14
1.55	20099.72	25518.35
1.65	20576.14	27552.14
1.75	21053.83	29633.64
1.85	21532.78	31762.97
1.95	22012.98	33940.26
2.05	22499.05	36165.86
2.15	22981.8	38439.9
2.25	23465.65	40762.27
2.35	23950.6	43133.08
2.45	24436.64	45552.44
2.55	24923.77	48020.46
2.65	25412	50537.25
2.75	25901.33	53102.92
2.85	26391.74	55717.57
2.95	26883.26	58381.32
3.05	27471.15	61099.04
3.15	28157.68	63880.48
3.25	28849.06	66730.82
3.35	29563.4	69651.44
3.45	30920.65	72675.64
3.55	33343.51	75888.85
3.65	37262.96	79419.17
3.75	42634.55	83414.05
3.85	48990.24	87995.29
3.95	56579	93273.75
4.05	64213.39	99313.37
4.15	73699.47	106209.01
4.25	83863.58	114087.16
4.35	101741.52	123367.42
4.45	112657.48	134087.37
4.55	124962.3	145968.36
4.65	150061.31	159719.54
4.75	168131.49	175629.18
4.85	170952.17	192583.36
4.95	174045.41	209833.24
5.05	177258.27	227398.42
5.15	183510.15	245436.84
5.25	187343.32	263979.51
5.35	201043.16	283398.83


Storage Area Volume Curves
Storage Volume (ft³)
0
20,000
40,000
60,000
80,000
100,000
120,000
140,000
160,000
180,000
200,000
220,000
240,000
260,000
280,000
Stage (ft)
0
0.2
0.4
0.6
0.8
1
1.2
1.4
1.6
1.8
2
2.2
2.4
2.6
2.8
3
3.2
3.4
3.6
3.8
4
4.2
4.4
4.6
4.8
5
5.2
Storage Area (ft²)
20,000
40,000
60,000
80,000
100,000
120,000
140,000
160,000
180,000
200,000
Storage Area
Storage Volume

Storage Node : Pond (continued)

Outflow Weirs

SN	Element ID	Weir Type	Flap Gate	Crest Elevation (ft)	Crest Offset (ft)	Length (ft)	Weir Total Height (ft)	Discharge Coefficient
1	25-YR WEIR	Rectangular	No	16.59	3.94	4.00	2.00	3.33

Outflow Orifices

SN	Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1	Orifice-01	Side	CIRCULAR	No	3.13			13.19	0.61

Output Summary Results

Peak Inflow (cfs)	19.79
Peak Lateral Inflow (cfs)	19.79
Peak Outflow (cfs)	0.43
Peak Exfiltration Flow Rate (cfm)	0
Max HGL Elevation Attained (ft)	15.98
Max HGL Depth Attained (ft)	3.33
Average HGL Elevation Attained (ft)	14.16
Average HGL Depth Attained (ft)	1.51
Time of Max HGL Occurrence (days hh:mm)	0 20:09
Total Exfiltration Volume (1000-ft^3)	0
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0

Appendix B4 – SSA Output – 10-year 72-hour

Project Description

File Name	Ft Pierce.SPF

Project Options

Flow Units	CFS
Elevation Type	Elevation
Hydrology Method	SCS TR-20
Time of Concentration (TOC) Method	SCS TR-55
Link Routing Method	Hydrodynamic
Enable Overflow Ponding at Nodes	YES
Skip Steady State Analysis Time Periods	NO

Analysis Options

Start Analysis On	00:00:00	0:00:00
End Analysis On	00:00:00	0:00:00
Start Reporting On	00:00:00	0:00:00
Antecedent Dry Days	0	days
Runoff (Dry Weather) Time Step	0 01:00:00	days hh:mm:ss
Runoff (Wet Weather) Time Step	0 00:05:00	days hh:mm:ss
Reporting Time Step	0 00:05:00	days hh:mm:ss
Routing Time Step	3	seconds

Number of Elements

	Qty
Rain Gages	1
Subbasins	2
Nodes	5
Junctions	2
Outfalls	2
Flow Diversions	0
Inlets	0
Storage Nodes	1
Links	4
Channels	0
Pipes	2
Pumps	0
Orifices	1
Weirs	1
Outlets	0
Pollutants	0
Land Uses	0

Rainfall Details

SN	Rain Gage ID	Data Source	Data Source ID	Rainfall Type	Rain Units	State	County	Return Period (years)	Rainfall Depth (inches)	Rainfall Distribution
1	Rain Gage	Time Series	10 - 72 Hours	Cumulative	inches	Florida	St. Lucie	10.00	8.50	SFWMD 72-hr

Subbasin Summary

SN	Subbasin ID	Area (ac)	Peak Rate Factor	Weighted Curve Number	Total Rainfall (in)	Total Runoff (in)	Total Runoff Volume (ac-in)	Peak Runoff (cfs)	Time of Concentration (days hh:mm:ss)
1	EXISTING	4.73	256.00	70.00	8.49	4.89	23.13	7.47	0 00:39:04
2	Sub-01	4.74	256.00	92.00	8.49	7.53	35.69	21.52	0 00:06:00

Node Summary

SN	Element ID	Element Type	Invert Elevation (ft)	Ground/Rim (Max) Elevation (ft)	Initial Water Elevation (ft)	Surcharge Elevation (ft)	Ponded Area (ft^2)	Peak Inflow (cfs)	Max HGL Elevation Attained (ft)	Max Surcharge Depth Attained (ft)	Time of Peak Flooding Occurrence (days hh:mm)
1	0.1	Junction	12.43	16.76	0.00	16.76	0.00	0.48	12.71	0.00	0 00:00
2	0.2	Junction	12.65	16.75	0.00	16.75	0.00	0.48	12.93	0.00	0 00:00
3	0	Outfall	11.96					0.48	11.96		
4	Out-Existing	Outfall	0.00					7.47	0.00		
5	Pond	Storage Node	12.65	17.00	0.00		0.00	21.40	16.59		

Link Summary

SN	Element ID	Element Type	From (Inlet) Node	To (Outlet) Node	Length (ft)	Inlet Invert Elevation (ft)	Outlet Invert Elevation (ft)	Average Slope (%)	Diameter or Height (in)	Manning's Roughness	Peak Flow (cfs)	Design Flow Capacity (cfs)	Peak Flow/ Design Flow Ratio	Peak Flow Velocity (ft/sec)	Peak Flow Depth (ft)	Peak Flow Depth/ Total Depth Ratio
1	0.1-0.0	Pipe	0.1	0	17.00	12.43	12.26	1.0000	15.000	0.0150	0.48	5.60	0.09	2.54	0.26	0.21
2	0.2-0.1	Pipe	0.2	0.1	22.00	12.65	12.43	1.0000	15.000	0.0150	0.48	5.60	0.09	2.33	0.28	0.22
3	Orifice-01	Orifice	Pond	0.2		12.65	12.65		3.130		0.48					
4	25-YR WEIR	Weir	Pond	0.2		12.65	12.65				0.00					

Subbasin Hydrology

Subbasin : EXISTING

Input Data

Area (ac) 4.73
Peak Rate Factor 256
Weighted Curve Number 70
Rain Gage ID ..... Rain Gage

Composite Curve Number

32 Soil/Surface Description	Area (acres)	Soil Group	Curve Number
-	4.73	-	70
Composite Area & Weighted CN	4.73		70

Time of Concentration

TOC Method : SCS TR-55

Sheet Flow Equation :

Tc = (0.007 * ((n * Lf)^0.8)) / ((P^0.5) * (Sf^0.4))

Where :

Tc = Time of Concentration (hr)
n = Manning's roughness
Lf = Flow Length (ft)
P = 2 yr, 24 hr Rainfall (inches)
Sf = Slope (ft/ft)

Shallow Concentrated Flow Equation :

V = 16.1345 * (Sf^0.5) (unpaved surface)
V = 20.3282 * (Sf^0.5) (paved surface)
V = 15.0 * (Sf^0.5) (grassed waterway surface)
V = 10.0 * (Sf^0.5) (nearly bare & untilled surface)
V = 9.0 * (Sf^0.5) (cultivated straight rows surface)
V = 7.0 * (Sf^0.5) (short grass pasture surface)
V = 5.0 * (Sf^0.5) (woodland surface)
V = 2.5 * (Sf^0.5) (forest w/heavy litter surface)
Tc = (Lf / V) / (3600 sec/hr)

Where:

Tc = Time of Concentration (hr)
Lf = Flow Length (ft)
V = Velocity (ft/sec)
Sf = Slope (ft/ft)

Channel Flow Equation :

V = (1.49 * (R^(2/3)) * (Sf^0.5)) / n
R = Aq / Wp
Tc = (Lf / V) / (3600 sec/hr)

Where :

Tc = Time of Concentration (hr)
Lf = Flow Length (ft)
R = Hydraulic Radius (ft)
Aq = Flow Area (ft^2)
Wp = Wetted Perimeter (ft)
V = Velocity (ft/sec)
Sf = Slope (ft/ft)
n = Manning's roughness

Sheet Flow Computations	Subarea A	Subarea B	Subarea C
Manning's Roughness :	0.4	0	0
Flow Length (ft) :	130	0	0
Slope (%) :	1	0	0
2 yr, 24 hr Rainfall (in) :	5.25	0	0
Velocity (ft/sec) :	0.08	0	0
Computed Flow Time (min) :	27.29	0	0

Shallow Concentrated Flow Computations	Subarea A	Subarea B	Subarea C
Flow Length (ft) :	424	0	0
Slope (%) :	0.14	0	0
Surface Type :	Unpaved	Unpaved	Unpaved
Velocity (ft/sec) :	0.6	0	0
Computed Flow Time (min) :	11.78	0	0

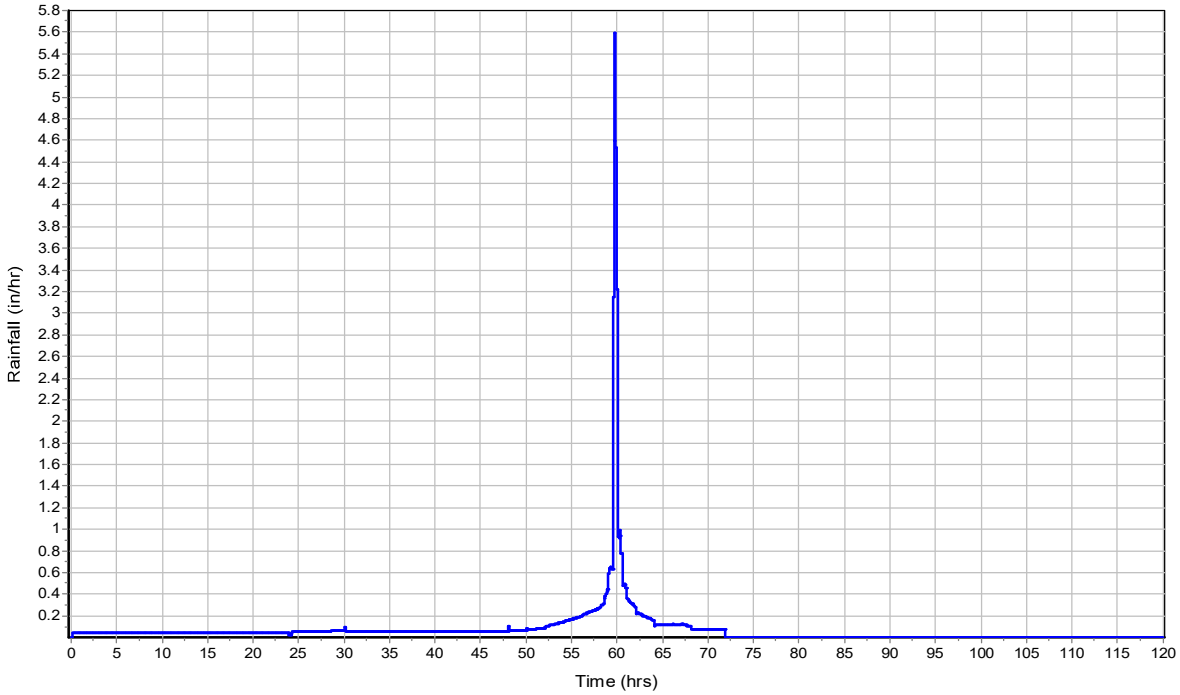
Total TOC (min) 39.07

Subbasin Runoff Results

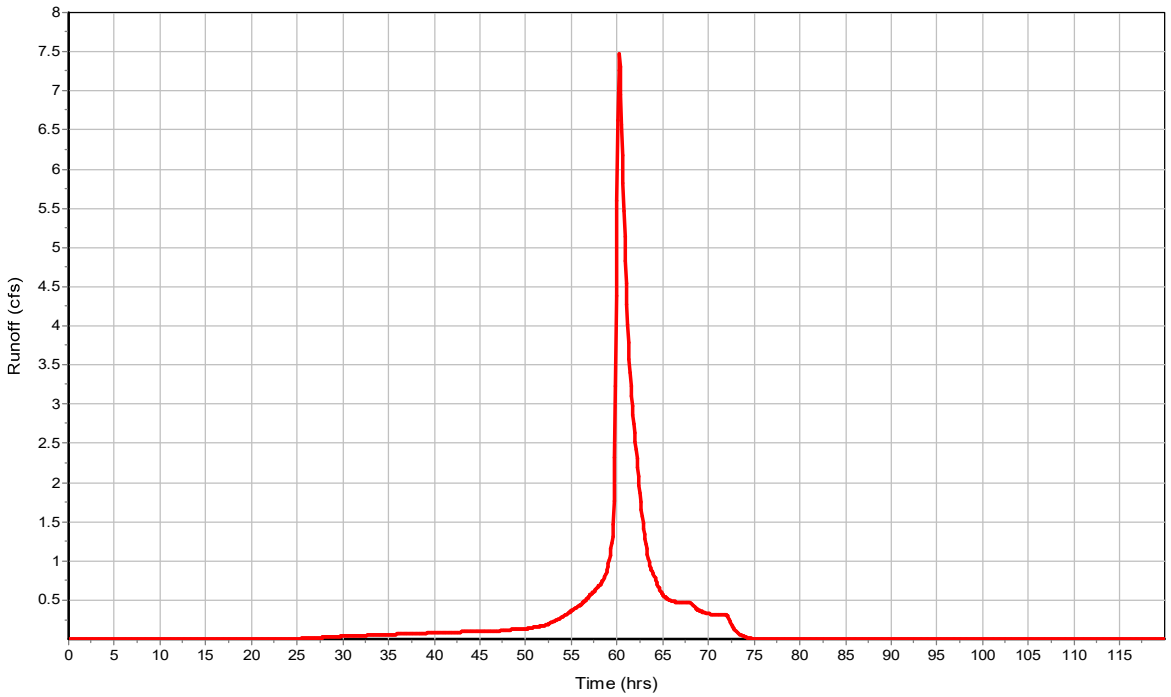
Total Rainfall (in)	8.49
Total Runoff (in)	4.89
Peak Runoff (cfs)	7.47
Weighted Curve Number	70
Time of Concentration (days hh:mm:ss)	0 00:39:04

Subbasin : EXISTING

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : Sub-01

Input Data

Area (ac) 4.74
Peak Rate Factor 256
Weighted Curve Number 92
Rain Gage ID ..... Rain Gage

Composite Curve Number

32 Soil/Surface Description	Area (acres)	Soil Group	Curve Number
-	4.73	-	92
Composite Area & Weighted CN	4.73		92

Time of Concentration

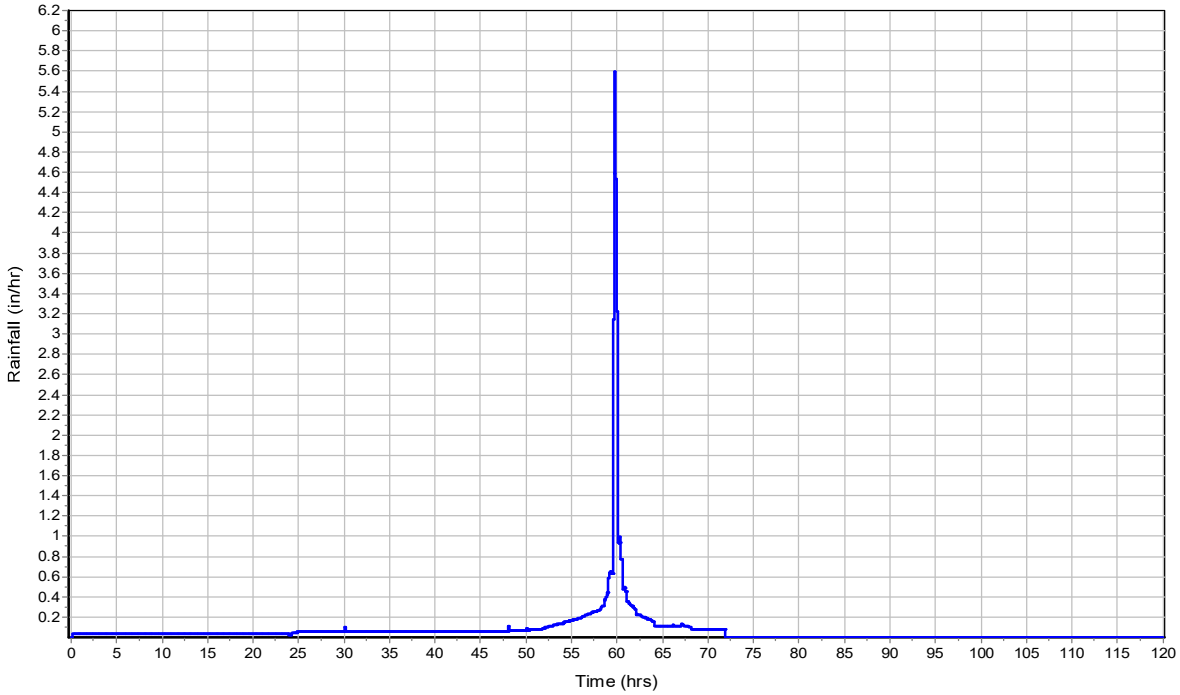
User-Defined TOC override (minutes): 5

Subbasin Runoff Results

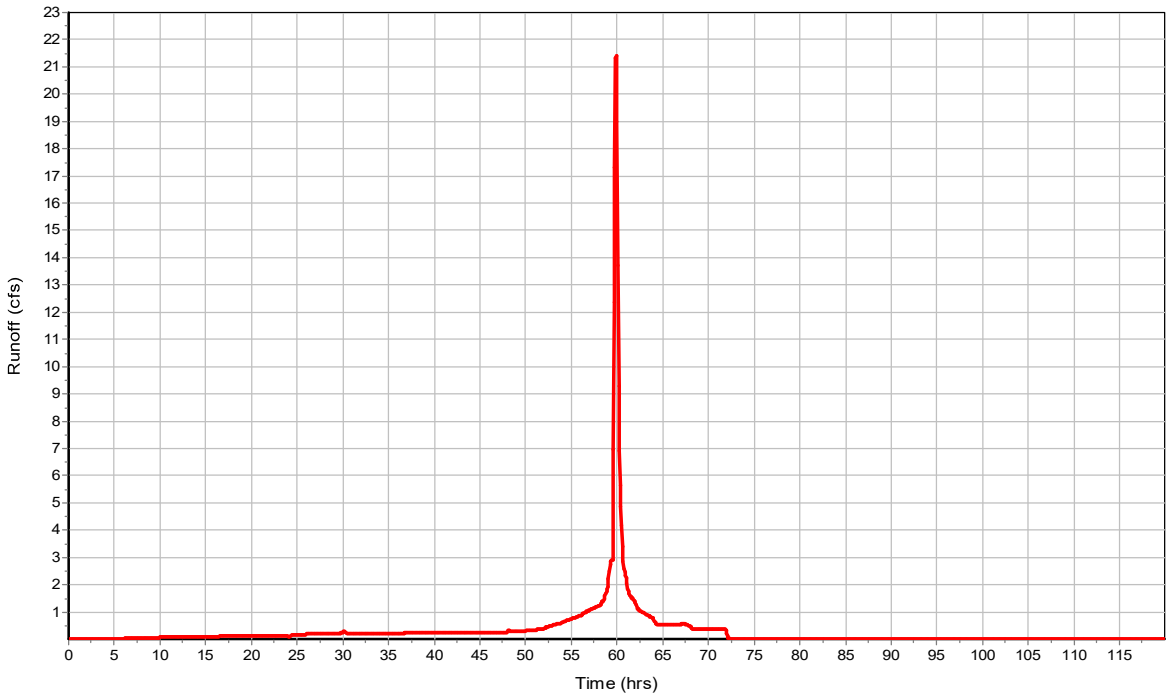
Total Rainfall (in) 8.49
Total Runoff (in) 7.53
Peak Runoff (cfs) 21.52
Weighted Curve Number 92
Time of Concentration (days hh:mm:ss) 0 00:05:00

Subbasin : Sub-01

Rainfall Intensity Graph



Runoff Hydrograph



Junction Input

SN	Element ID	Invert Elevation (ft)	Ground/Rim (Max) Elevation (ft)	Ground/Rim (Max) Offset (ft)	Initial Water Elevation (ft)	Initial Water Depth (ft)	Surcharge Elevation (ft)	Surcharge Depth (ft)	Ponded Area (ft^2)	Minimum Pipe Cover (in)
1	0.1	12.43	16.76	4.33	0.00	-12.43	16.76	0.00	0.00	0.00
2	0.2	12.65	16.75	4.10	0.00	-12.65	16.75	0.00	0.00	0.00

Junction Results

SN	Element ID	Peak Inflow (cfs)	Peak Lateral Inflow (cfs)	Max HGL Elevation Attained (ft)	Max HGL Depth Attained (ft)	Max Surcharge Depth Attained (ft)	Min Freeboard Attained (ft)	Average HGL Elevation Attained (ft)	Average HGL Depth Attained (ft)	Time of Max HGL Occurrence (days hh:mm)	Time of Peak Flooding Occurrence (days hh:mm)
1	0.1	0.48	0.00	12.71	0.28	0.00	4.05	12.60	0.17	2 20:06	0 00:00
2	0.2	0.48	0.00	12.93	0.28	0.00	5.66	12.82	0.17	2 20:06	0 00:00

Pipe Input

SN	Element ID	Length	Inlet Invert Elevation	Inlet Invert Offset	Outlet Invert Elevation	Outlet Invert Offset	Total Drop	Average Slope	Pipe Shape	Pipe Diameter or Height	Pipe Width	Manning's Roughness	Entrance Losses	Exit/Bend Losses	Additional Losses	Initial Flow
		(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(%)		(in)	(in)					(cfs)
1	0.1-0.0	17.00	12.43	0.00	12.26	0.30	0.17	1.0000	CIRCULAR	15.000	15.000	0.0150	0.5000	0.5000	0.0000	0.00
2	0.2-0.1	22.00	12.65	0.00	12.43	0.00	0.22	1.0000	CIRCULAR	15.000	15.000	0.0150	0.5000	0.5000	0.0000	0.00

Pipe Results

SN	Element ID	Peak Flow (cfs)	Time of Peak Flow Occurrence (days hh:mm)	Design Flow Capacity (cfs)	Peak Flow/ Design Flow Ratio	Peak Flow Velocity (ft/sec)	Travel Time (min)	Peak Flow Depth (ft)	Peak Flow Depth/ Total Depth Ratio
1	0.1-0.0	0.48	2 20:06	5.60	0.09	2.54	0.11	0.26	0.21
2	0.2-0.1	0.48	2 20:06	5.60	0.09	2.33	0.16	0.28	0.22

Storage Nodes

Storage Node : Pond

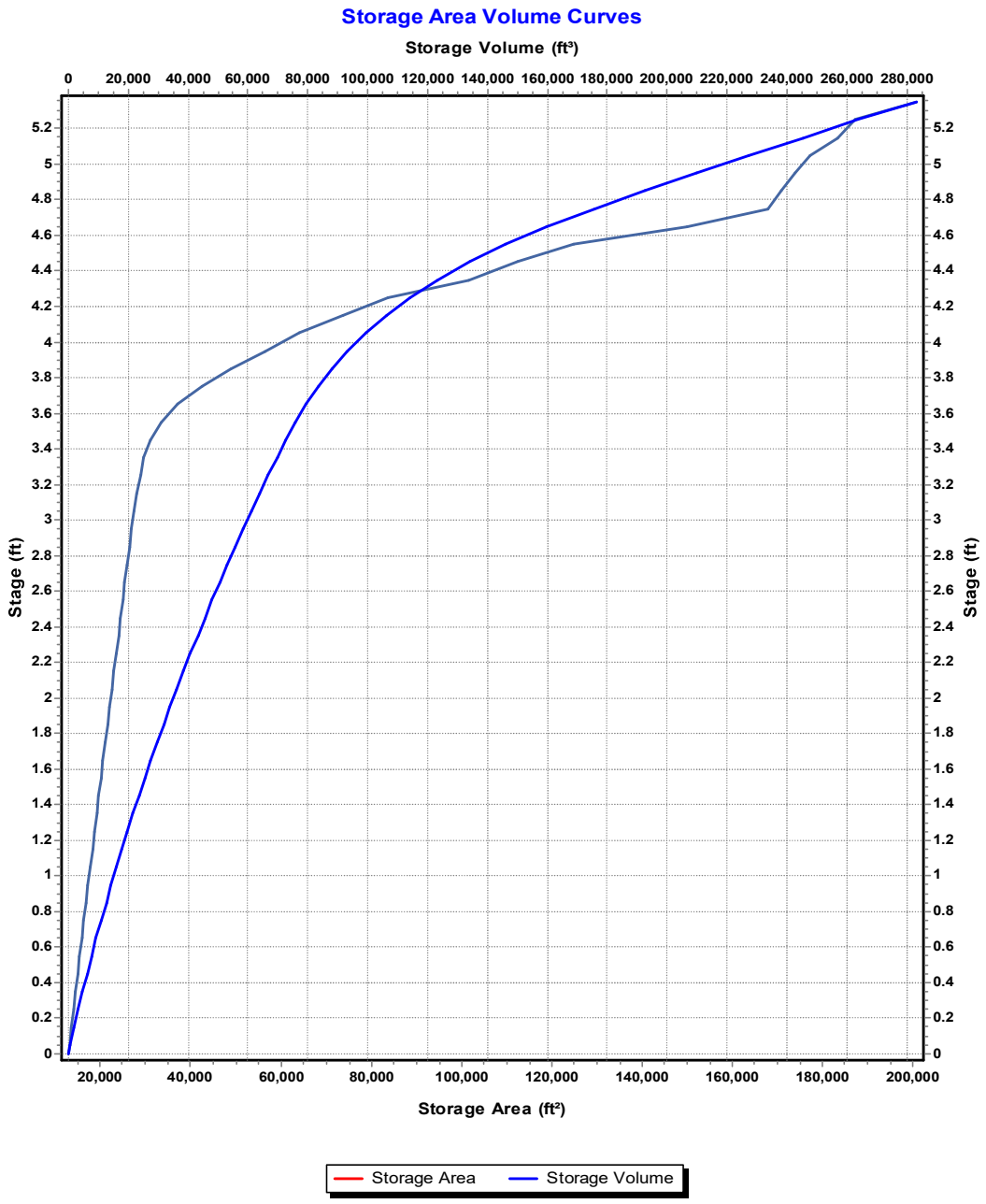
Input Data

Invert Elevation (ft)	12.65
Max (Rim) Elevation (ft)	17.00
Max (Rim) Offset (ft)	4.35
Initial Water Elevation (ft)	0.00
Initial Water Depth (ft)	-12.65
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : Pond

Stage (ft)	Storage Area (ft²)	Storage Volume (ft³)
0	12883.67	0
0.05	13111.23	649.87
0.15	13567.31	1983.8
0.25	14024.71	3363.4
0.35	14483.42	4788.81
0.45	14943.46	6260.15
0.55	15404.82	7777.56
0.65	15867.5	9341.18
0.75	16331.5	10951.13
0.85	16796.82	12607.55
0.95	17263.46	14310.56
1.05	17736.53	16060.56
1.15	18206.64	17857.72
1.25	18678.02	19701.95
1.35	19150.66	21593.38
1.45	19624.56	23532.14
1.55	20099.72	25518.35
1.65	20576.14	27552.14
1.75	21053.83	29633.64
1.85	21532.78	31762.97
1.95	22012.98	33940.26
2.05	22499.05	36165.86
2.15	22981.8	38439.9
2.25	23465.65	40762.27
2.35	23950.6	43133.08
2.45	24436.64	45552.44
2.55	24923.77	48020.46
2.65	25412	50537.25
2.75	25901.33	53102.92
2.85	26391.74	55717.57
2.95	26883.26	58381.32
3.05	27471.15	61099.04
3.15	28157.68	63880.48
3.25	28849.06	66730.82
3.35	29563.4	69651.44
3.45	30920.65	72675.64
3.55	33343.51	75888.85
3.65	37262.96	79419.17
3.75	42634.55	83414.05
3.85	48990.24	87995.29
3.95	56579	93273.75
4.05	64213.39	99313.37
4.15	73699.47	106209.01
4.25	83863.58	114087.16
4.35	101741.52	123367.42
4.45	112657.48	134087.37
4.55	124962.3	145968.36
4.65	150061.31	159719.54
4.75	168131.49	175629.18
4.85	170952.17	192583.36
4.95	174045.41	209833.24
5.05	177258.27	227398.42
5.15	183510.15	245436.84
5.25	187343.32	263979.51
5.35	201043.16	283398.83


Storage Area Volume Curves
Storage Volume (ft³)
0
20,000
40,000
60,000
80,000
100,000
120,000
140,000
160,000
180,000
200,000
220,000
240,000
260,000
280,000
Stage (ft)
0
0.2
0.4
0.6
0.8
1
1.2
1.4
1.6
1.8
2
2.2
2.4
2.6
2.8
3
3.2
3.4
3.6
3.8
4
4.2
4.4
4.6
4.8
5
5.2
Storage Area (ft²)
20,000
40,000
60,000
80,000
100,000
120,000
140,000
160,000
180,000
200,000
Storage Area
Storage Volume

Storage Node : Pond (continued)

Outflow Weirs

SN	Element ID	Weir Type	Flap Gate	Crest Elevation (ft)	Crest Offset (ft)	Length (ft)	Weir Total Height (ft)	Discharge Coefficient
1	25-YR WEIR	Rectangular	No	16.59	3.94	4.00	2.00	3.33

Outflow Orifices

SN	Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1	Orifice-01	Side	CIRCULAR	No	3.13			13.19	0.61

Output Summary Results

Peak Inflow (cfs)	21.4
Peak Lateral Inflow (cfs)	21.4
Peak Outflow (cfs)	0.48
Peak Exfiltration Flow Rate (cfm)	0
Max HGL Elevation Attained (ft)	16.59
Max HGL Depth Attained (ft)	3.94
Average HGL Elevation Attained (ft)	14.56
Average HGL Depth Attained (ft)	1.91
Time of Max HGL Occurrence (days hh:mm)	2 20:06
Total Exfiltration Volume (1000-ft^3)	0
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0

Appendix B5 – SSA Output – 25-year 72-hour

Project Description

File Name	Ft Pierce.SPF

Project Options

Flow Units	CFS
Elevation Type	Elevation
Hydrology Method	SCS TR-20
Time of Concentration (TOC) Method	SCS TR-55
Link Routing Method	Hydrodynamic
Enable Overflow Ponding at Nodes	YES
Skip Steady State Analysis Time Periods	NO

Analysis Options

Start Analysis On	00:00:00	0:00:00
End Analysis On	00:00:00	0:00:00
Start Reporting On	00:00:00	0:00:00
Antecedent Dry Days	0	days
Runoff (Dry Weather) Time Step	0 01:00:00	days hh:mm:ss
Runoff (Wet Weather) Time Step	0 00:05:00	days hh:mm:ss
Reporting Time Step	0 00:05:00	days hh:mm:ss
Routing Time Step	3	seconds

Number of Elements

	Qty
Rain Gages	1
Subbasins	2
Nodes	5
Junctions	2
Outfalls	2
Flow Diversions	0
Inlets	0
Storage Nodes	1
Links	4
Channels	0
Pipes	2
Pumps	0
Orifices	1
Weirs	1
Outlets	0
Pollutants	0
Land Uses	0

Rainfall Details

SN	Rain Gage ID	Data Source	Data Source ID	Rainfall Type	Rain Units	State	County	Return Period (years)	Rainfall Depth (inches)	Rainfall Distribution
1	Rain Gage	Time Series	25 - 72 Hour	Cumulative	inches	Florida	St. Lucie	25.00	9.50	SFWMD 72-hr

Subbasin Summary

SN	Subbasin ID	Area (ac)	Peak Rate Factor	Weighted Curve Number	Total Rainfall (in)	Total Runoff (in)	Total Runoff Volume (ac-in)	Peak Runoff (cfs)	Time of Concentration (days hh:mm:ss)
1	EXISTING	4.73	256.00	70.00	9.49	5.77	27.29	8.69	0 00:39:04
2	Sub-01	4.74	256.00	92.00	9.49	8.52	40.39	24.15	0 00:06:00

Node Summary

SN	Element ID	Element Type	Invert Elevation (ft)	Ground/Rim (Max) Elevation (ft)	Initial Water Elevation (ft)	Surcharge Elevation (ft)	Ponded Area (ft^2)	Peak Inflow (cfs)	Max HGL Elevation Attained (ft)	Max Surcharge Depth Attained (ft)	Time of Peak Flooding Occurrence (days hh:mm)
1	0.1	Junction	12.43	16.76	0.00	16.76	0.00	1.01	12.85	0.00	0 00:00
2	0.2	Junction	12.65	16.75	0.00	16.75	0.00	1.01	13.08	0.00	0 00:00
3	0	Outfall	11.96					1.01	11.96		
4	Out-Existing	Outfall	0.00					8.69	0.00		
5	Pond	Storage Node	12.65	17.00	0.00		0.00	24.00	16.71		

Link Summary

SN	Element ID	Element Type	From (Inlet) Node	To (Outlet) Node	Length (ft)	Inlet Invert Elevation (ft)	Outlet Invert Elevation (ft)	Average Slope (%)	Diameter or Height (in)	Manning's Roughness	Peak Flow (cfs)	Design Flow Capacity (cfs)	Peak Flow/ Design Flow Ratio	Peak Flow Velocity (ft/sec)	Peak Flow Depth (ft)	Peak Flow Depth/ Total Depth Ratio
1	0.1-0.0	Pipe	0.1	0	17.00	12.43	12.26	1.0000	15.000	0.0150	1.01	5.60	0.18	3.06	0.39	0.31
2	0.2-0.1	Pipe	0.2	0.1	22.00	12.65	12.43	1.0000	15.000	0.0150	1.01	5.60	0.18	2.72	0.43	0.34
3	Orifice-01	Orifice	Pond	0.2		12.65	12.65		3.130		0.48					
4	25-YR WEIR	Weir	Pond	0.2		12.65	12.65				0.52					

Subbasin Hydrology

Subbasin : EXISTING

Input Data

Area (ac) 4.73
Peak Rate Factor 256
Weighted Curve Number 70
Rain Gage ID ..... Rain Gage

Composite Curve Number

32 Soil/Surface Description	Area (acres)	Soil Group	Curve Number
-	4.73	-	70
Composite Area & Weighted CN	4.73		70

Time of Concentration

TOC Method : SCS TR-55

Sheet Flow Equation :

Tc = (0.007 * ((n * Lf)^0.8)) / ((P^0.5) * (Sf^0.4))

Where :

Tc = Time of Concentration (hr)
n = Manning's roughness
Lf = Flow Length (ft)
P = 2 yr, 24 hr Rainfall (inches)
Sf = Slope (ft/ft)

Shallow Concentrated Flow Equation :

V = 16.1345 * (Sf^0.5) (unpaved surface)
V = 20.3282 * (Sf^0.5) (paved surface)
V = 15.0 * (Sf^0.5) (grassed waterway surface)
V = 10.0 * (Sf^0.5) (nearly bare & untilled surface)
V = 9.0 * (Sf^0.5) (cultivated straight rows surface)
V = 7.0 * (Sf^0.5) (short grass pasture surface)
V = 5.0 * (Sf^0.5) (woodland surface)
V = 2.5 * (Sf^0.5) (forest w/heavy litter surface)
Tc = (Lf / V) / (3600 sec/hr)

Where:

Tc = Time of Concentration (hr)
Lf = Flow Length (ft)
V = Velocity (ft/sec)
Sf = Slope (ft/ft)

Channel Flow Equation :

V = (1.49 * (R^(2/3)) * (Sf^0.5)) / n
R = Aq / Wp
Tc = (Lf / V) / (3600 sec/hr)

Where :

Tc = Time of Concentration (hr)
Lf = Flow Length (ft)
R = Hydraulic Radius (ft)
Aq = Flow Area (ft^2)
Wp = Wetted Perimeter (ft)
V = Velocity (ft/sec)
Sf = Slope (ft/ft)
n = Manning's roughness

Sheet Flow Computations	Subarea A	Subarea B	Subarea C
Manning's Roughness :	0.4	0	0
Flow Length (ft) :	130	0	0
Slope (%) :	1	0	0
2 yr, 24 hr Rainfall (in) :	5.25	0	0
Velocity (ft/sec) :	0.08	0	0
Computed Flow Time (min) :	27.29	0	0

Shallow Concentrated Flow Computations	Subarea A	Subarea B	Subarea C
Flow Length (ft) :	424	0	0
Slope (%) :	0.14	0	0
Surface Type :	Unpaved	Unpaved	Unpaved
Velocity (ft/sec) :	0.6	0	0
Computed Flow Time (min) :	11.78	0	0

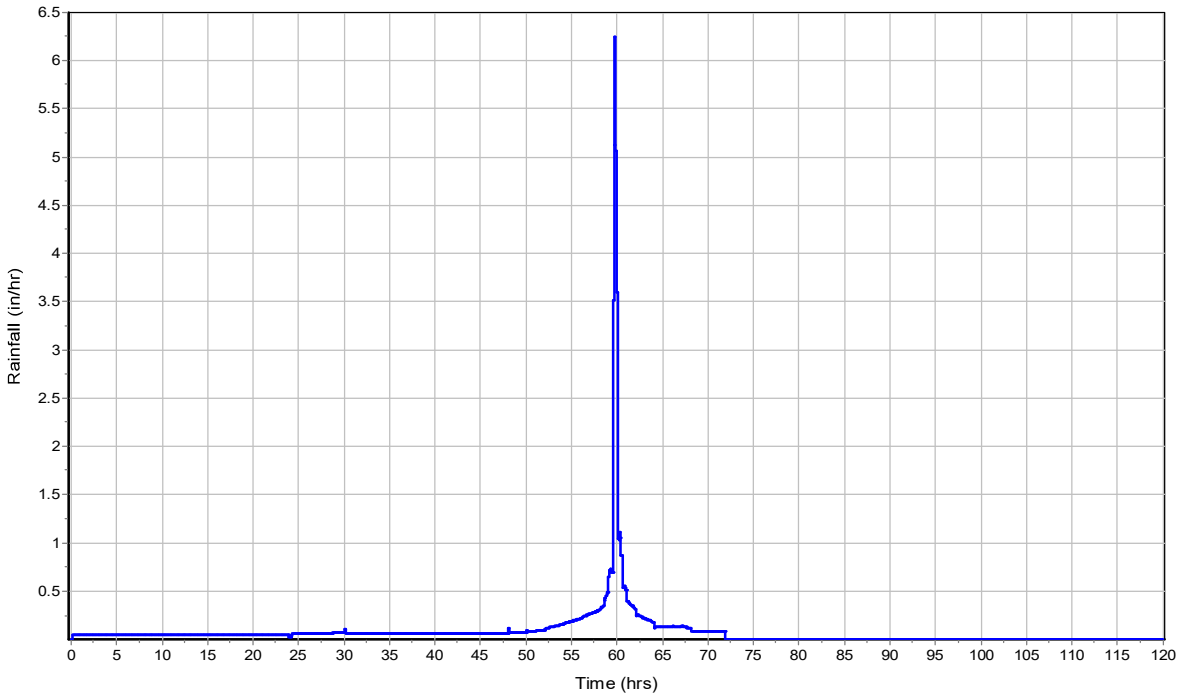
Total TOC (min) 39.07

Subbasin Runoff Results

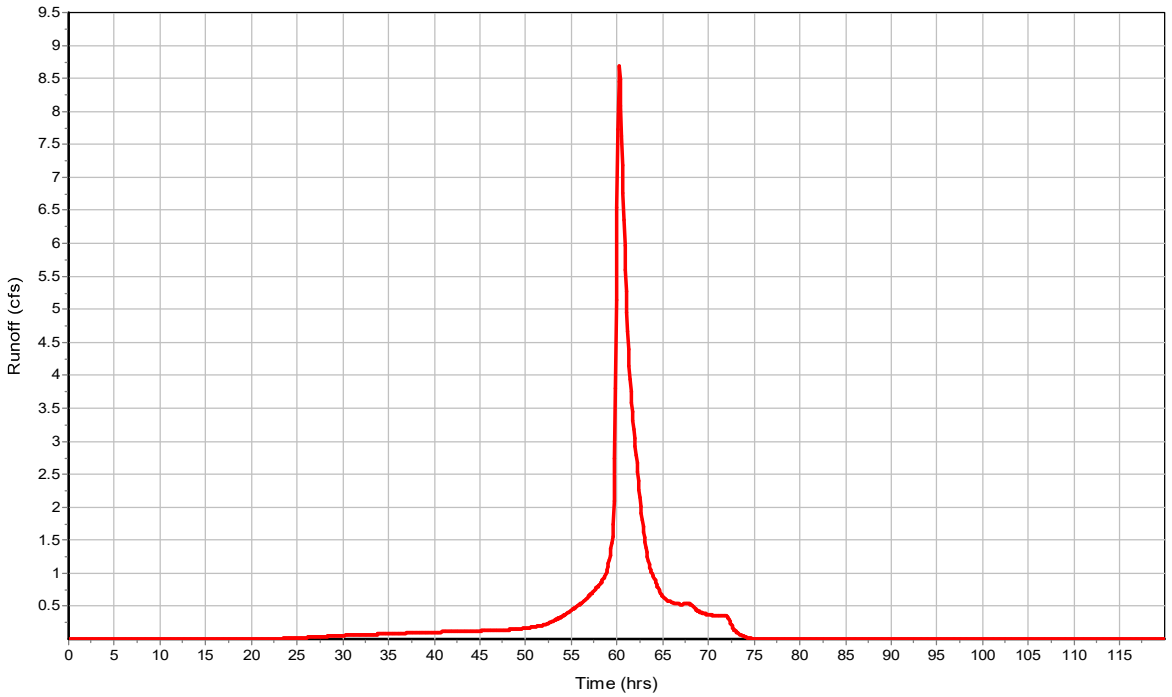
Total Rainfall (in)	9.49
Total Runoff (in)	5.77
Peak Runoff (cfs)	8.69
Weighted Curve Number	70
Time of Concentration (days hh:mm:ss)	0 00:39:04

Subbasin : EXISTING

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : Sub-01

Input Data

Area (ac) 4.74
Peak Rate Factor 256
Weighted Curve Number 92
Rain Gage ID ..... Rain Gage

Composite Curve Number

32 Soil/Surface Description	Area (acres)	Soil Group	Curve Number
-	4.73	-	92
Composite Area & Weighted CN	4.73		92

Time of Concentration

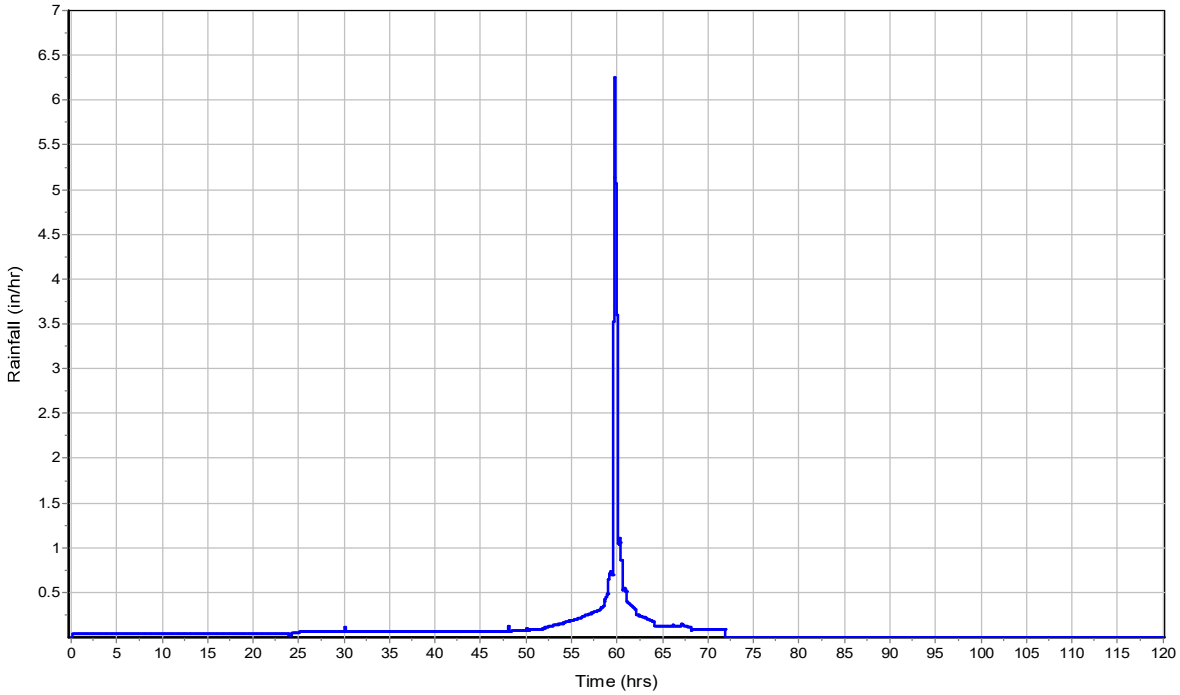
User-Defined TOC override (minutes): 5

Subbasin Runoff Results

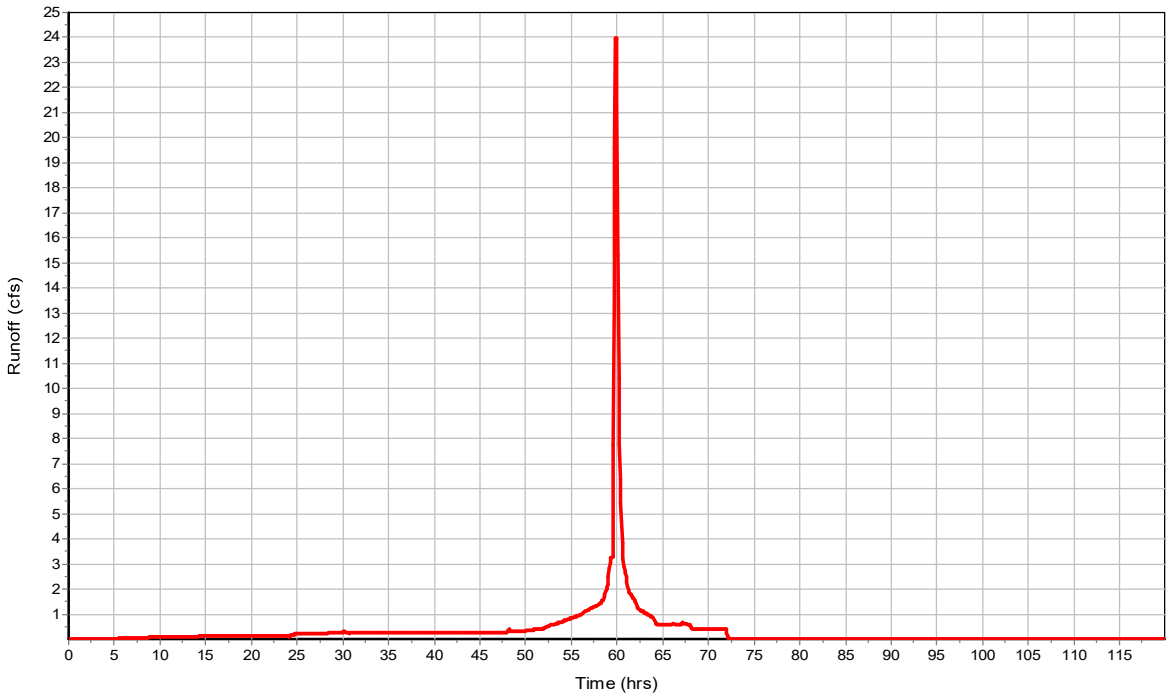
Total Rainfall (in) 9.49
Total Runoff (in) 8.52
Peak Runoff (cfs) 24.15
Weighted Curve Number 92
Time of Concentration (days hh:mm:ss) 0 00:05:00

Subbasin : Sub-01

Rainfall Intensity Graph



Runoff Hydrograph



Junction Input

SN	Element ID	Invert Elevation (ft)	Ground/Rim (Max) Elevation (ft)	Ground/Rim (Max) Offset (ft)	Initial Water Elevation (ft)	Initial Water Depth (ft)	Surcharge Elevation (ft)	Surcharge Depth (ft)	Ponded Area (ft^2)	Minimum Pipe Cover (in)
1	0.1	12.43	16.76	4.33	0.00	-12.43	16.76	0.00	0.00	0.00
2	0.2	12.65	16.75	4.10	0.00	-12.65	16.75	0.00	0.00	0.00

Junction Results

SN	Element ID	Peak Inflow (cfs)	Peak Lateral Inflow (cfs)	Max HGL Elevation Attained (ft)	Max HGL Depth Attained (ft)	Max Surcharge Depth Attained (ft)	Min Freeboard Attained (ft)	Average HGL Elevation Attained (ft)	Average HGL Depth Attained (ft)	Time of Max HGL Occurrence (days hh:mm)	Time of Peak Flooding Occurrence (days hh:mm)
1	0.1	1.01	0.00	12.85	0.42	0.00	3.91	12.62	0.19	2 15:21	0 00:00
2	0.2	1.01	0.00	13.08	0.43	0.00	5.51	12.84	0.19	2 15:20	0 00:00

Pipe Input

SN	Element ID	Length	Inlet Invert Elevation	Inlet Invert Offset	Outlet Invert Elevation	Outlet Invert Offset	Total Drop	Average Slope	Pipe Shape	Pipe Diameter or Height	Pipe Width	Manning's Roughness	Entrance Losses	Exit/Bend Losses	Additional Losses	Initial Flow
		(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(%)		(in)	(in)					(cfs)
1	0.1-0.0	17.00	12.43	0.00	12.26	0.30	0.17	1.0000	CIRCULAR	15.000	15.000	0.0150	0.5000	0.5000	0.0000	0.00
2	0.2-0.1	22.00	12.65	0.00	12.43	0.00	0.22	1.0000	CIRCULAR	15.000	15.000	0.0150	0.5000	0.5000	0.0000	0.00

Pipe Results

SN	Element ID	Peak Flow (cfs)	Time of Peak Flow Occurrence (days hh:mm)	Design Flow Capacity (cfs)	Peak Flow/ Design Flow Ratio	Peak Flow Velocity (ft/sec)	Travel Time (min)	Peak Flow Depth (ft)	Peak Flow Depth/ Total Depth Ratio
1	0.1-0.0	1.01	2 15:21	5.60	0.18	3.06	0.09	0.39	0.31
2	0.2-0.1	1.01	2 15:21	5.60	0.18	2.72	0.13	0.43	0.34

Storage Nodes

Storage Node : Pond

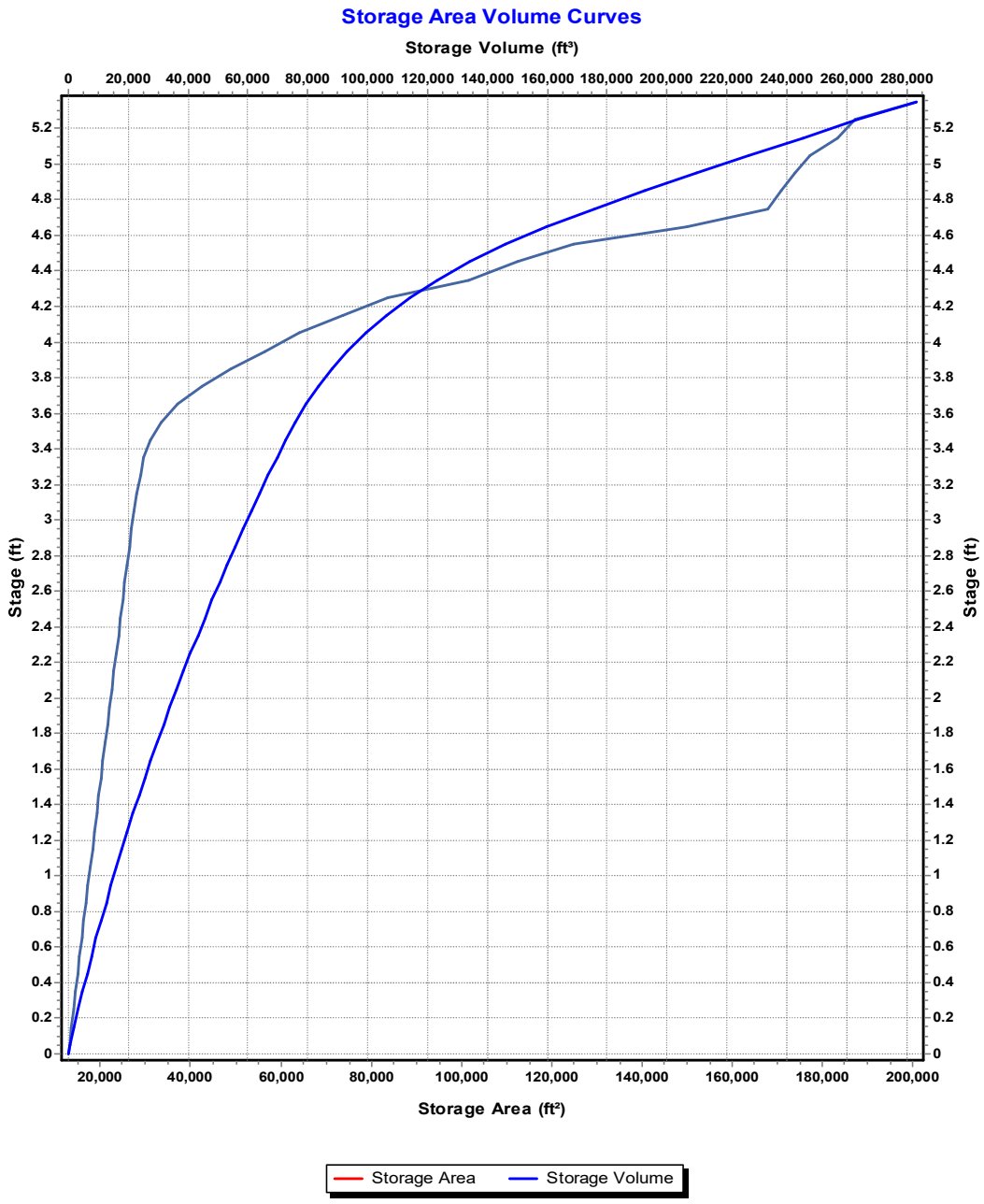
Input Data

Invert Elevation (ft)	12.65
Max (Rim) Elevation (ft)	17.00
Max (Rim) Offset (ft)	4.35
Initial Water Elevation (ft)	0.00
Initial Water Depth (ft)	-12.65
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : Pond

Stage (ft)	Storage Area (ft²)	Storage Volume (ft³)
0	12883.67	0
0.05	13111.23	649.87
0.15	13567.31	1983.8
0.25	14024.71	3363.4
0.35	14483.42	4788.81
0.45	14943.46	6260.15
0.55	15404.82	7777.56
0.65	15867.5	9341.18
0.75	16331.5	10951.13
0.85	16796.82	12607.55
0.95	17263.46	14310.56
1.05	17736.53	16060.56
1.15	18206.64	17857.72
1.25	18678.02	19701.95
1.35	19150.66	21593.38
1.45	19624.56	23532.14
1.55	20099.72	25518.35
1.65	20576.14	27552.14
1.75	21053.83	29633.64
1.85	21532.78	31762.97
1.95	22012.98	33940.26
2.05	22499.05	36165.86
2.15	22981.8	38439.9
2.25	23465.65	40762.27
2.35	23950.6	43133.08
2.45	24436.64	45552.44
2.55	24923.77	48020.46
2.65	25412	50537.25
2.75	25901.33	53102.92
2.85	26391.74	55717.57
2.95	26883.26	58381.32
3.05	27471.15	61099.04
3.15	28157.68	63880.48
3.25	28849.06	66730.82
3.35	29563.4	69651.44
3.45	30920.65	72675.64
3.55	33343.51	75888.85
3.65	37262.96	79419.17
3.75	42634.55	83414.05
3.85	48990.24	87995.29
3.95	56579	93273.75
4.05	64213.39	99313.37
4.15	73699.47	106209.01
4.25	83863.58	114087.16
4.35	101741.52	123367.42
4.45	112657.48	134087.37
4.55	124962.3	145968.36
4.65	150061.31	159719.54
4.75	168131.49	175629.18
4.85	170952.17	192583.36
4.95	174045.41	209833.24
5.05	177258.27	227398.42
5.15	183510.15	245436.84
5.25	187343.32	263979.51
5.35	201043.16	283398.83


Storage Area Volume Curves
Storage Volume (ft³)
0
20,000
40,000
60,000
80,000
100,000
120,000
140,000
160,000
180,000
200,000
220,000
240,000
260,000
280,000
Stage (ft)
0
0.2
0.4
0.6
0.8
1
1.2
1.4
1.6
1.8
2
2.2
2.4
2.6
2.8
3
3.2
3.4
3.6
3.8
4
4.2
4.4
4.6
4.8
5
5.2
Storage Area (ft²)
20,000
40,000
60,000
80,000
100,000
120,000
140,000
160,000
180,000
200,000
Storage Area
Storage Volume

Storage Node : Pond (continued)

Outflow Weirs

SN	Element ID	Weir Type	Flap Gate	Crest Elevation (ft)	Crest Offset (ft)	Length (ft)	Weir Total Height (ft)	Discharge Coefficient
1	25-YR WEIR	Rectangular	No	16.59	3.94	4.00	2.00	3.33

Outflow Orifices

SN	Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1	Orifice-01	Side	CIRCULAR	No	3.13			13.19	0.61

Output Summary Results

Peak Inflow (cfs)	24
Peak Lateral Inflow (cfs)	24
Peak Outflow (cfs)	1.01
Peak Exfiltration Flow Rate (cfm)	0
Max HGL Elevation Attained (ft)	16.71
Max HGL Depth Attained (ft)	4.06
Average HGL Elevation Attained (ft)	14.67
Average HGL Depth Attained (ft)	2.02
Time of Max HGL Occurrence (days hh:mm)	2 15:20
Total Exfiltration Volume (1000-ft^3)	0
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0

Appendix B6 – Pond Volume Calculations

STORMWATER CALCULATIONS

GIVEN:

ACREAGES

ENTIRE SITE (WOODSRPING PARCEL & OUTLOT PARCEL)

		SF	ACRES
TOTAL SITE		206,264.9	4.74
IMPERVIOUS			
	BUILDING ROOF	17,447.8	0.40
	PAVEMENT	107,488.5	2.47
POND WS		24,499.5	0.56
PERVIOUS		56,829.1	1.30
% IMPERVIOUS		72.45%	

WOODSPRING PARCEL

		SF	ACRES
TOTAL		147,833.8	3.39
IMPERVIOUS			
	BUILDING ROOF	12,447.8	0.29
	PAVEMENT	71,913.3	1.65
POND WS		24,499.5	0.56
PERVIOUS		38,973.2	0.89
% IMPERVIOUS		73.64%	

OUTLOT PARCEL (ASSUMED 80% IMPERVIOUS FOR BUILDABLE AREA)

TOTAL BUILDABLE AREA & FRONTAGE AREA

		SF	ACRES
TOTAL		58,431.1	1.34
IMPERVIOUS			
	BUILDING ROOF	5,000.0	0.11
	PAVEMENT	35,575.2	0.82
POND WS		0.0	0.00
PERVIOUS		17,855.9	0.41
% IMPERVIOUS		69.44%	

BUILDABLE AREA

		SF	ACRES
TOTAL		49,208.0	1.13
IMPERVIOUS			
	BUILDING ROOF	5,000.0	0.11
	PAVEMENT	34,366.4	0.79
POND WS		0.0	0.00
PERVIOUS		9,841.6	0.23
% IMPERVIOUS		80.00%	

FRONTAGE AREA

		SF	ACRES
TOTAL		9,223.1	0.21
IMPERVIOUS			
	BUILDING ROOF	0.0	0.00
	PAVEMENT	1,208.8	0.03
POND WS		0.0	0.00
PERVIOUS		8,014.3	0.18
% IMPERVIOUS		13.11%	

STORMWATER SUMMARY

ALLOWABLE DISCHARGE RATE
25 YEAR - 72 HOUR PREDEVELOPED CONDITIONS

RAINFALL =	**8.5**	INCHES
Q =	**8.69**	CFS

BUILDING FINISH FLOOR ELEVAITON
100 YEAR - 72 HOURS

			No Release Volume
RAINFALL =	**12.23**	INCHES	4.83 ac-ft
PEAK STAGE =	**17.6**	NGVD- MINIMUM ELEVATION	

PARKING LOT ELEVATION
10 YEAR - 24 HOUR

RAINFALL =	**6**	INCHES
PEAK STAGE =	**15.98**	NGVD- MINIMUM ELEVATION

PERIMETER BERM
10 YEAR - 72 HOUR

RAINFALL =	**8.5**	INCHES
PEAK STAGE =	**16.59**	NGVD- MINIMUM ELEVATION

ZONING:

COMMERCIAL

DESIGN STORM RAINFALL AMOUNTS (per NOAA Atlas 14, Vol. 9, Ver. 2)

ROADS (10-YR 24-HR)	6.0	in.
DETENTION (10-YR 72-HR)	8.5	in.
DESIGN (25-YR 72-HR)	9.5	in.
FLOORS (100-YR 72-HR)	12.23	in.

ALLOWABLE DISCHARGE:

Per the NSLRWCD's allowable discharge criteria, the proposed installation must limit stormwater runoff to the volumetric equivalent of not more than 2.0 inches of depth over the area served for any 24-hour period for the 10YR/72HR duration rainfall.

10-year 72-hour Storm Event

$$2\ in\ x\ (TOTAL\ SITE\ -POND\ WS)\ x\ \frac{1\ ft}{12\ in}$$

0.6955 ac-ft **Allowable Volume Discharged in a 24-Hour Window**
30,294 cf

30,048 cf **Design Max Volume Released in a 24-Hour Window**

25-year 72-hour Peak Discharge

8.69 cfs, Max allowable predeveloped peak 25-yr 3 day

DESIGN CRITERIA

QUALITY

- FOR WET DETENTION THE GREATER OF:
  THE FIRST INCH OF RUNOFF FROM THE ENTIRE SITE.
  THE AMOUNT OF 2.5 INCHES TIMES THE PERCENTAGE OF IMPERVIOUSNESS.
- ANY DETENTION SYSTEM SHALL BE DESIGNED TO DISCHARGE NOT MORE THAN 0.5 INCH OF THE DETAINED VOLUME PER DAY. A V-SHAPED CONFIGURATION IS DESIRABLE.
- BECAUSE THE SITE ZONING IS "COMMERCIAL" AT LEAST 0.5 INCH OF DRY DETENTION OR RETENTION PRETREATMENT SHALL BE PROVIDED.

FORMULA: $0.5\ in\ x\ TOTAL\ SITE\ (ac)\ x\ \frac{1\ ft}{12\ in}$

TOTAL SITE: 4.74 acres

ANSWER: **0.197 ac-ft**
8,594 cf

COMPUTATIONS

QUALITY

COMPUTE THE FIRST INCH OF RUNOFF FROM THE DEVELOPED PROJECT:

FORMULA: $1\ in\ x\ TOTAL\ SITE\ (ac)\ x\ \frac{1\ ft}{12\ in}$

TOTAL SITE: 4.74 acres

ANSWER: **0.395 ac-ft**
17,189 cf
FOR THE FIRST INCH OF RUNOFF

COMPUTE 2.5 INCHES TIMES THE PERCENTAGE OF IMPERVIOUSNESS:

SITE AREA FOR WATER QUALITY PERVIOUS/IMPERVIOUS CALCULATIONS ONLY

FORMULA: $TOTAL\ SITE\ -(POND\ WS + ROOF)$

TOTAL SITE:	4.74	acres
POND WS:	0.56	acres
ROOF:	0.40	acres

ANSWER: 3.77 acres

IMPERVIOUS AREA FOR WATER QUALITY PERVIOUS/IMPERVIOUS CALCULATIONS ONLY

FORMULA: $(SITE\ AREA\ FOR\ WATER\ QUALITY\ PERVIOUS\backslash IMPERVIOUS) - PERVIOUS$

PERVIOUS:	1.30	acres

ANSWER: 2.47 acres

PERCENTAGE OF IMPERVIOUSNESS FOR WATER QUALITY

FORMULA: $\frac{IMPERVIOUS\ AREA\ FOR\ WATER\ QUALITY}{SITE\ AREA\ FOR\ WATER\ QUALITY}\ x\ 100$

ANSWER: 65 % IMPERVIOUS

FOR 2.5 INCHES TIMES THE PERCENTAGE OF IMPERVIOUS

FORMULA: $2.5"\ x\ PERCENTAGE\ IMPERVIOUS$

ANSWER: 1.64 in TO BE TREATED

COMPUTE VOLUME REQUIRED FOR QUALITY DETENTION

FORMULA: $INCHES\ TO\ BE\ TREATED\ x\ (TOTAL\ SITE\ -POND\ WS)\ x\ \frac{1\ in}{12\ ft}$

ANSWER: **0.569 ac-ft**
24,771 cf

DETERMINE WHICH VOLUME CONTROLS (GREATER OF)

1" OVER SITE:	0.395	ac-ft
2.5" x % IMPERVIOUS:	0.569	ac-ft

ANSWER: 0.569 ac-ft 24,771 cf

(THE SYSTEM PROPOSED IS WET DETENTION SO NO VOLUME REDUCTIONS ARE POSSIBLE.)

COMPUTE 0.5 INCH OF PRETREATMENT (WHICH SHALL INCLUDE ROOF AREAS)

FORMULA: $0.5\ in\ x\ (TOTAL\ SITE\ -POND\ WS)x\ \frac{1\ in}{12\ ft}$

ANSWER: **0.17 ac-ft**
7,574 cf REQUIRED FOR PRETREATMENT

THIS VOLUME IS REQUIRED, REGARDLESS OF WHETHER DRY DETENTION OR RETENTION IS UTILIZED. IT CAN BE CONSIDERED AS AVAILABLE STORAGE FOR THE ROAD, ALLOWABLE DISCHARGE, AND MINIMUM FLOOR STORMS ONLY IF IT IS ACHIEVED BY A DETENTION SYSTEM, OR EXFILTRATION TRENCH, OR IF THE APPLICANT CAN DEMONSTRATE THAT THE SITE HAS EXCELLENT SOIL PERCOLATION RATES WHICH WILL REMAIN EXCELLENT FOR AN INDEFINITE PERIOD OF TIME.

WATERSHED IMPAIRMENT REQUIRED 150% TREATMENT VOLUME

FORMULA: 0.5" PRETREATMENT VOLUME X 150%

ANSWER: **0.26 ac-ft** / **11,360 cf** REQUIRED FOR PRETREATMENT

MINIMUM WATER QUALITY VOLUME = **0.26 ac-ft** / **11,360 cf**

COMPUTE REQUIRED POND VOLUME

FORMULA: $TOTAL\ REQUIRED\ DETENTION\ -\ PRETREATMENT$

ANSWER: **0.395 ac-ft** / **17,198 cf** REQUIRED POND VOLUME

NUTRIENT LOADING VOLUME CALCULATIONS

NUTRIENT LOADING
TN AND TP CONCENTRATIONS
TN CONCENTRATION = 1.48 mg/L
TP CONCENTRATION = 0.24 mg/L

PREDEVELOPED

SITE AREA =	4.74	AC	DCIA = Directly Connected Impervious Area
HSG =	D		
CN =	82	FROM TR-55 FOR WOODED AREAS IN FAIR CONDITION	
IMPERVIOUS =	65	%	
ZONE =	2		
ANNUAL RAINFALL =	55		
c =	0.128	UNDEVELOPED - TABLE 4-24 (PG 78)	
V = c x A x R =	2.778	AC-FT/YR	
TN CONCENTRATION =	1.18	MG/L (TABLE 4-17, PG 65)	8.01 KG/AC-YR
TP CONCENTRATION =	0.179	MG/L (TABLE 4-17, PG 65)	1.151 KG/AC-YR
TN =	4.05	KG/YR	
TP =	0.61	KG/YR	

DEVELOPED

c =	0.653	UNDEVELOPED - TABLE 4-24 (PG 78)
V = c x A x R =	14.172	AC-FT/YR
TN =	20.65	KG/YR
TP =	3.13	KG/YR

	PRE	POST	REMOVAL EFFICIENCY %
TN	4.05	20.65	80%
TP	0.61	3.13	80%

STORMWATER TREATMENT MUST PROVIDE 80% REMOVAL

TREATMENT DEPTH, D, 95% REMOVAL =	2.582	IN (TABLE 6-4, PG 146)
V = D x A x 1/12 =	1.019	AC-FT
	44,381	**CF**

ORIFICE ELEVATION = **15.20** **FT**

* AUTODESK STORM AND SANITARY ANALYSIS WAS UTILIZED TO CALCULATED PEAK DISCHARGES AND WATER SURFACE ELEVATIONS FOR PREDEVELOPED AND DEVELOPED CONDITIONS

STAGE STORAGE TABLE							
ELEV	DEPTH	AREA (sq. ft.)	DEPTH (ft)	INCREMENTAL (cf)	TOTAL (cf)	TOTAL (ac-ft)	COMMENT
12.65	0	12,883.67	0	0	0	-	
12.7	0.05	13,111.23	0.05	650	650	0.015	
12.8	0.15	13,567.31	0.1	1334	1,984	0.046	
12.9	0.25	14,024.71	0.1	1380	3,363	0.077	
13	0.35	14,483.42	0.1	1425	4,789	0.110	
13.1	0.45	14,943.46	0.1	1471	6,260	0.144	
13.2	0.55	15,404.82	0.1	1517	7,778	0.179	
13.3	0.65	15,867.50	0.1	1564	9,341	0.214	
13.4	0.75	16,331.50	0.1	1610	10,951	0.251	
13.5	0.85	16,796.82	0.1	1656	12,608	0.289	
13.6	0.95	17,263.46	0.1	1703	14,311	0.329	
13.7	1.05	17,736.53	0.1	1750	16,061	0.369	
13.8	1.15	18,206.64	0.1	1797	17,858	0.410	
13.9	1.25	18,678.02	0.1	1844	19,702	0.452	
14	1.35	19,150.66	0.1	1891	21,593	0.496	
14.1	1.45	19,624.56	0.1	1939	23,532	0.540	
14.2	1.55	20,099.72	0.1	1986	25,518	0.586	
14.3	1.65	20,576.14	0.1	2034	27,552	0.633	
14.4	1.75	21,053.83	0.1	2081	29,634	0.680	
14.5	1.85	21,532.78	0.1	2129	31,763	0.729	
14.6	1.95	22,012.98	0.1	2177	33,940	0.779	
14.7	2.05	22,499.05	0.1	2226	36,166	0.830	
14.8	2.15	22,981.80	0.1	2274	38,440	0.882	
14.9	2.25	23,465.65	0.1	2322	40,762	0.936	
15	2.35	23,950.60	0.1	2371	43,133	0.990	
15.1	2.45	24,436.64	0.1	2419	45,552	1.046	
15.2	2.55	24,923.77	0.1	2468	48,020	1.102	
15.3	2.65	25,412.00	0.1	2517	50,537	1.160	
15.4	2.75	25,901.33	0.1	2566	53,103	1.219	
15.5	2.85	26,391.74	0.1	2615	55,718	1.279	
15.6	2.95	26,883.26	0.1	2664	58,381	1.340	
15.7	3.05	27,471.15	0.1	2718	61,099	1.403	
15.8	3.15	28,157.68	0.1	2781	63,881	1.466	
15.9	3.25	28,849.06	0.1	2850	66,731	1.532	
16	3.35	29,563.40	0.1	2921	69,651	1.599	
16.1	3.45	30,920.65	0.1	3024	72,676	1.668	
16.2	3.55	33,343.51	0.1	3213	75,889	1.742	
16.3	3.65	37,262.96	0.1	3530	79,419	1.823	
16.4	3.75	42,634.55	0.1	3995	83,414	1.915	
16.5	3.85	48,990.24	0.1	4581	87,995	2.020	
16.6	3.95	56,579.00	0.1	5278	93,274	2.141	**10 YEAR - 24 HOUR**
16.7	4.05	64,213.39	0.1	6040	99,313	2.280	
16.8	4.15	73,699.47	0.1	6896	106,209	2.438	
16.9	4.25	83,863.58	0.1	7878	114,087	2.619	
17	4.35	101,741.52	0.1	9280	123,367	2.832	
17.1	4.45	112,657.48	0.1	10720	134,087	3.078	**10 YEAR - 72 HOUR**
17.2	4.55	124,962.30	0.1	11881	145,968	3.351	
17.3	4.65	150,061.31	0.1	13751	159,720	3.667	
17.4	4.75	168,131.49	0.1	15910	175,629	4.032	
17.5	4.85	170,952.17	0.1	16954	192,583	4.421	**100 YEAR - 72 HOURS**
17.6	4.95	174,045.41	0.1	17250	209,833	4.817	
17.7	5.05	177,258.27	0.1	17565	227,398	5.220	
17.8	5.15	183,510.15	0.1	18038	245,437	5.634	
17.9	5.25	187,343.32	0.1	18543	263,980	6.060	**17.93 FFE**
18	5.35	201,043.16	0.1	19419	283,399	6.506	

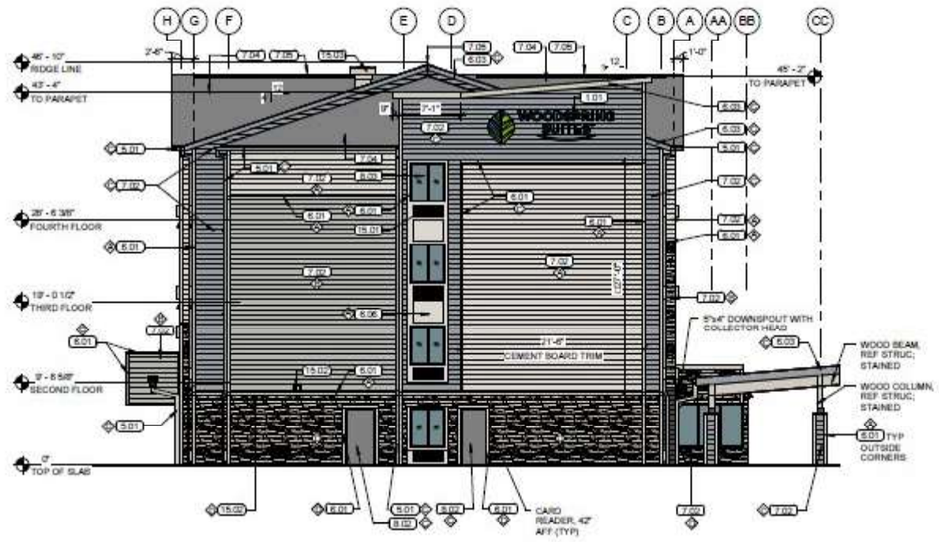
Time (hrs)	Total Inflow (cfs)	Incremental Volume (cf)	Total Volume (cf)	24-Hour Volume (cf)
0	0.000	**0**	**0**	
1	0.000	0.00	0.00	
2	0.000	0.00	0.00	
3	0.000	0.00	0.00	
4	0.000	0.00	0.00	
5	0.000	0.00	0.00	
6	0.000	0.00	0.00	
7	0.000	0.00	0.00	
8	0.000	0.00	0.00	
9	0.000	0.00	0.00	
10	0.000	0.00	0.00	
11	0.000	0.00	0.00	
12	0.000	0.00	0.00	
13	0.000	0.00	0.00	
14	0.000	0.00	0.00	
15	0.000	0.00	0.00	
16	0.000	0.00	0.00	
17	0.000	0.00	0.00	
18	0.000	0.00	0.00	
19	0.000	0.00	0.00	
20	0.000	0.00	0.00	
21	0.000	0.00	0.00	
22	0.000	0.00	0.00	
23	0.000	0.00	0.00	
24	0.000	0.00	0.00	0.00
25	0.000	0.00	0.00	0.00
26	0.000	0.00	0.00	0.00
27	0.000	0.00	0.00	0.00
28	0.007	12.41	12.41	12.41
29	0.020	47.86	60.27	60.27
30	0.036	99.58	159.85	159.85
31	0.053	160.36	320.20	320.20
32	0.070	221.32	541.53	541.53
33	0.085	278.41	819.93	819.93
34	0.098	330.41	1150.35	1150.35
35	0.107	369.85	1520.20	1520.20
36	0.115	399.14	1919.33	1919.33
37	0.121	424.94	2344.27	2344.27
38	0.127	448.03	2792.30	2792.30
39	0.133	468.98	3261.28	3261.28
40	0.138	488.16	3749.44	3749.44
41	0.143	505.84	4255.28	4255.28
42	0.147	522.23	4777.52	4777.52
43	0.151	537.50	5315.02	5315.02
44	0.155	551.81	5866.83	5866.83
45	0.159	565.26	6432.09	6432.09
46	0.162	577.94	7010.03	7010.03
47	0.165	589.93	7599.96	7599.96
48	0.169	601.27	8201.23	8201.23
49	0.173	606.79	8808.02	8808.02
50	0.177	630.57	9438.59	9438.59
51	0.183	647.47	10086.06	10086.06
52	0.189	668.41	10754.47	10742.06
53	0.198	695.69	11450.16	11389.90
54	0.209	732.42	12182.58	12022.74
55	0.223	777.88	12960.47	12640.26
56	0.238	830.62	13791.08	13249.56
57	0.256	890.34	14681.43	13861.49
58	0.276	957.13	15638.55	14488.20
59	0.299	1033.72	16672.27	15152.08
60	0.399	1255.57	17927.84	16008.51
61	0.462	1550.30	19478.15	17133.88
62	0.470	1677.88	21156.03	18363.73
63	0.473	1696.96	22852.99	19591.71
64	0.475	1706.43	24559.42	20809.98
65	0.475	1710.84	26270.27	22014.98
66	0.476	1712.24	27982.50	23204.99
67	0.476	1713.21	29695.72	24380.70
68	0.479	1719.95	31415.67	25548.84
69	0.476	1719.75	33135.42	26703.33
70	0.475	1712.29	34847.71	27837.68
71	0.475	1710.21	36557.92	28957.96
72	0.474	1708.11	38266.03	30064.80
73	0.472	1703.25	39969.28	31161.25
74	0.470	1694.98	41664.26	32225.67
75	0.467	1685.84	43350.11	33264.04
76	0.464	1676.25	45026.35	34271.88
77	0.461	1666.15	46692.50	35242.34
78	0.458	1655.49	48347.99	36165.41
79	0.455	1644.25	49992.24	37031.78
80	0.452	1632.36	51624.60	37833.52
81	0.448	1619.82	53244.42	38562.99
82	0.444	1606.64	54851.05	39212.50
83	0.441	1592.86	56443.91	39771.64
84	0.436	1578.57	58022.48	40094.64
85	0.432	1563.85	59586.33	40108.18
86	0.428	1548.79	61135.12	39979.09
87	0.424	1533.46	62668.58	39815.59
88	0.419	1517.94	64186.52	39627.10
89	0.415	1502.21	65688.73	39418.47
90	0.411	1486.28	67175.01	39192.51
91	0.406	1470.14	68645.16	38949.44
92	0.402	1453.80	70098.95	38683.29
93	0.397	1437.26	71536.21	38400.79
94	0.392	1420.53	72956.74	38109.03
95	0.388	1403.64	74360.38	37802.46
96	0.383	1386.58	75746.96	37480.93
97	0.378	1378.01	77124.96	37155.69
98	0.373	1351.94	78476.91	36812.65
99	0.368	1334.36	79811.27	36461.17
100	0.363	1316.61	81127.88	36101.53
101	0.358	1298.67	82426.55	35734.05
102	0.353	1280.54	83707.09	35359.10
103	0.348	1262.24	84969.33	34977.08
104	0.343	1243.74	86213.06	34588.46
105	0.338	1225.04	87438.11	34193.69
106	0.332	1206.16	88644.26	33793.21
107	0.327	1187.07	89831.33	33387.42
108	0.322	1167.78	90999.12	32976.63
109	0.316	1148.29	92147.41	32561.08
110	0.311	1128.60	93276.01	32140.89
111	0.305	1108.69	94384.70	31716.12
112	0.300	1088.57	95473.26	31286.74
113	0.294	1068.23	96541.49	30852.76
114	0.288	1047.67	97589.17	30414.15
115	0.282	1026.90	98616.06	29970.91
116	0.276	1005.90	99621.96	29523.01
117	0.271	984.68	100606.64	29070.43
118	0.265	963.23	101569.86	28613.12
119	0.259	941.55	102511.41	28151.03
120	0.252	919.64	103431.05	27684.09

10-year 72-hour Storm Event

Max Volume Released in a 24-Hour Window **30,064.80**



Front Elevation



Left Elevation

A COLOR: SW9166 "DRIFT OF MIST"

B COLOR: SW7658 "GRAY CLOUDS"

C COLOR: SW9152 "LET IT RAIN"

D CULTURED STONE: CASTLE ROCK ENVIRONMENTAL STONEWORKS "CORTONA SOUTHERN LEDGESTONE" WITH GRAY MORTAR JOINTS

KEYNOTE LEGEND

1.01	SIGNAGE BY OWNER, UNDER SEPARATE PERMIT. COORDINATE BLOCKING WITH SIGN MANUFACTURER
5.01	ALUMINUM GUTTERS AND DOWNSPOUTS
6.01	CEMENT BOARD TRIM: 5/4"x4"/ EIFS TRIM: 2-1/2"x4"
6.03	CEMENT BOARD TRIM FASCIA
6.06	CEMENT BOARD PANEL
7.02	7" EXPOSURE CEMENT BOARD LAP SIDING: SEE COLOR SCHEDULE
7.04	COMPOSITION SHINGLES
7.05	RIDGE VENT: REF SHEET A1.3 FOR DETAILS
8.02	HOLLOW METAL DOOR
8.03	SLIDING WINDOW, TYP.: SEE SPECS
15.01	THRU-WALL PTAC
15.02	MECHANICAL LOUVERS: REF MECH. DWGS. PAINT TO MATCH ADJACENT
15.03	ELEVATOR VENT THRU ROOF, REF 4/A1.3

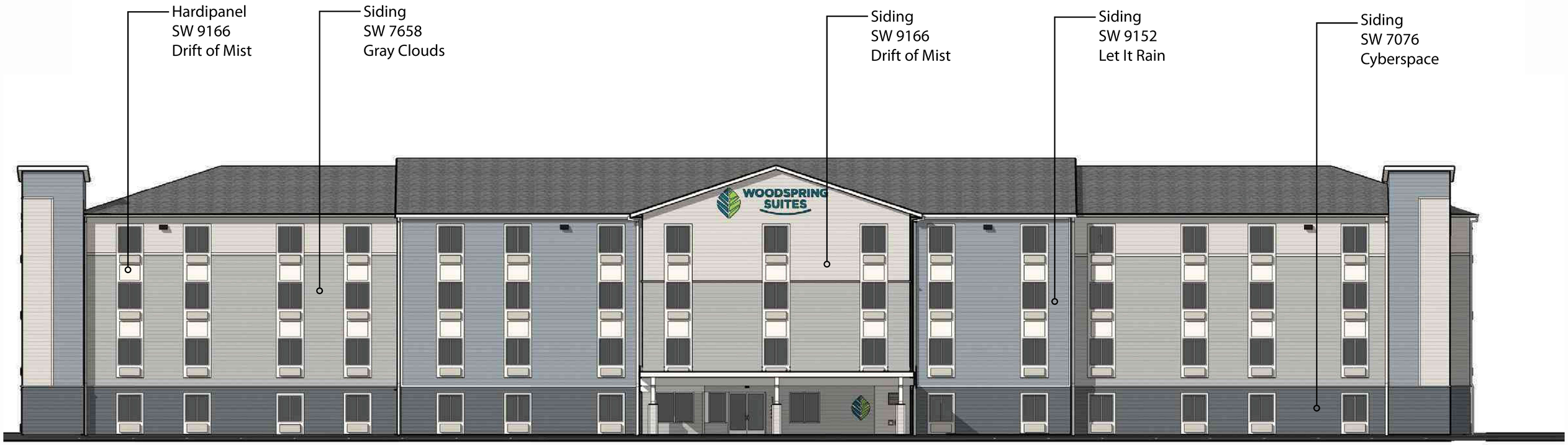


FORT PIERCE, FL

WOODSPRING SUITES

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL

MAY 2024



Front Elevation



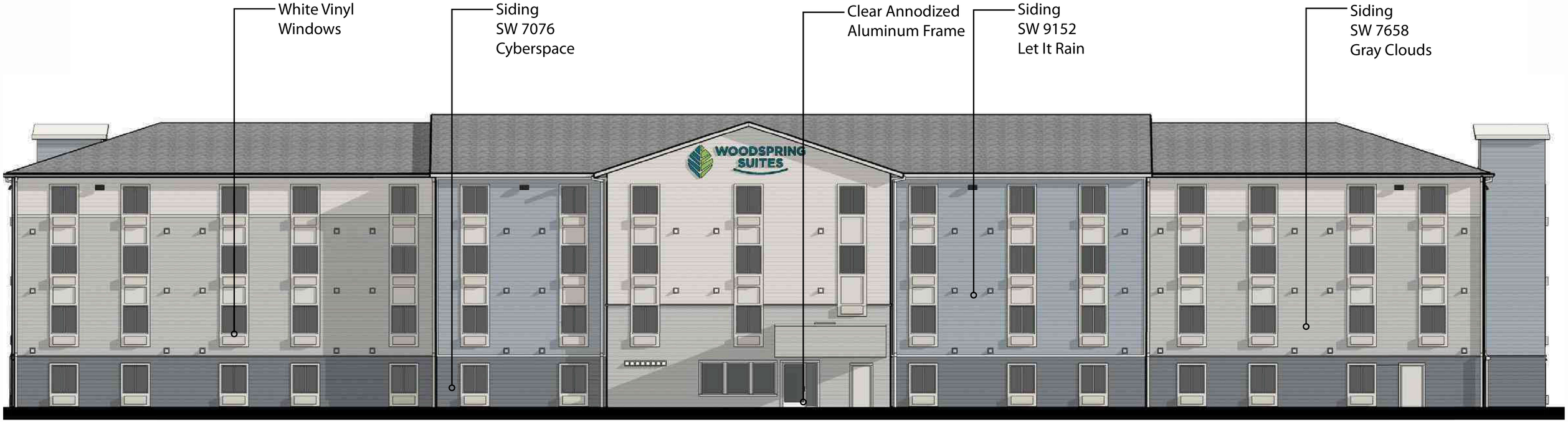
Left Elevation

FORT PIERCE, FL

WOODSPRING SUITES

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL

MAY 2024



Rear Elevation



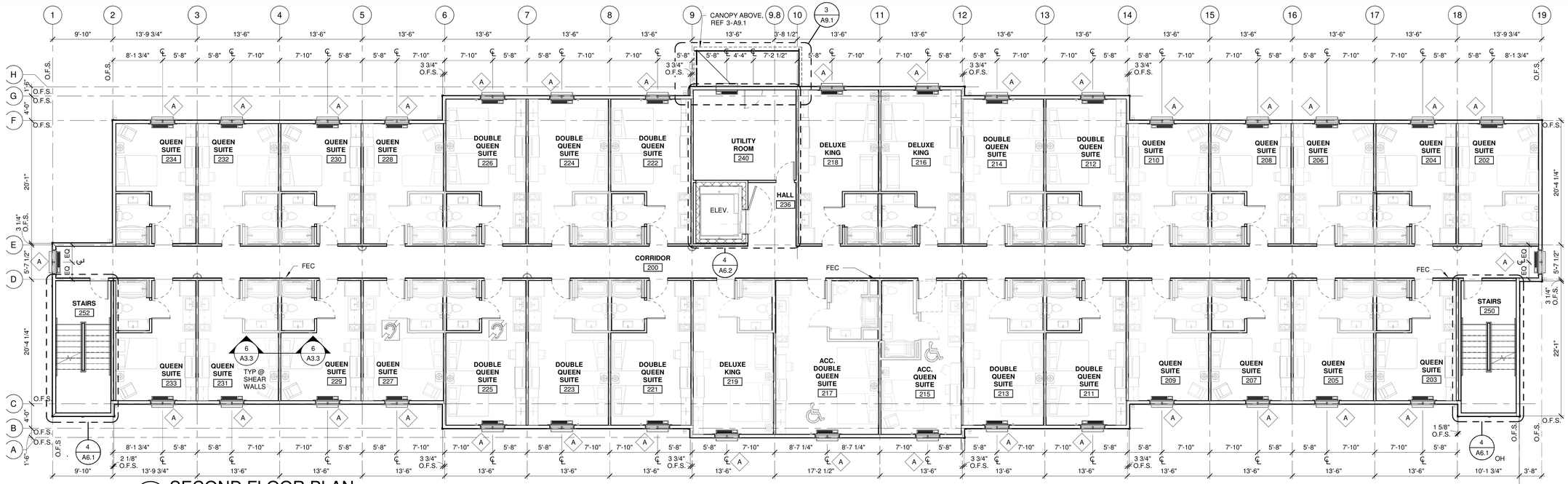
Right Elevation

FORT PIERCE, FL

WOODSPRING SUITES

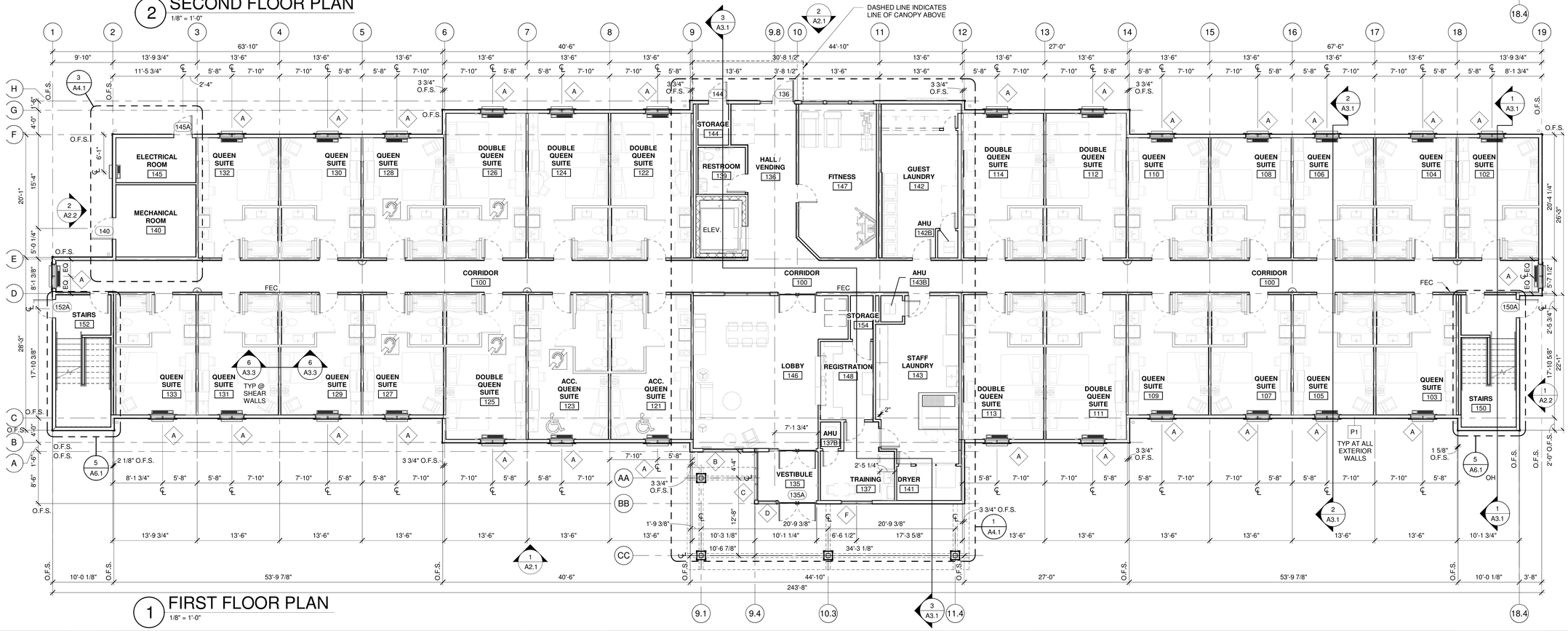
WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL

MAY 2024



2 SECOND FLOOR PLAN

1/8" = 1'-0"



1 FIRST FLOOR PLAN

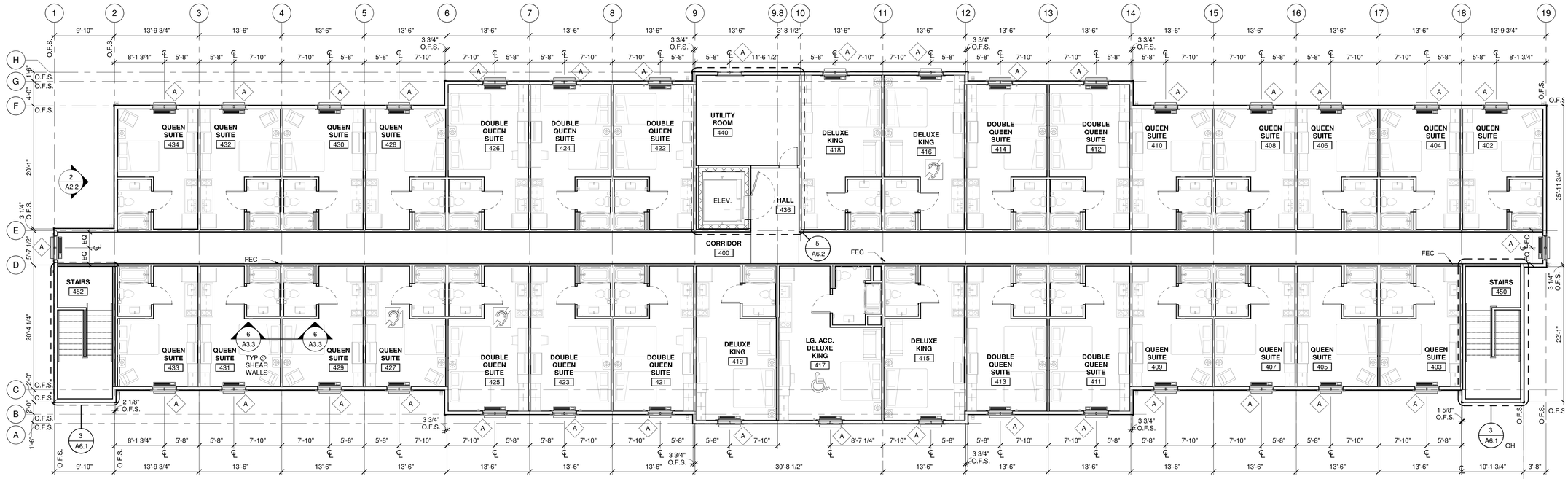
1/8" = 1'-0"

FORT PIERCE, FL

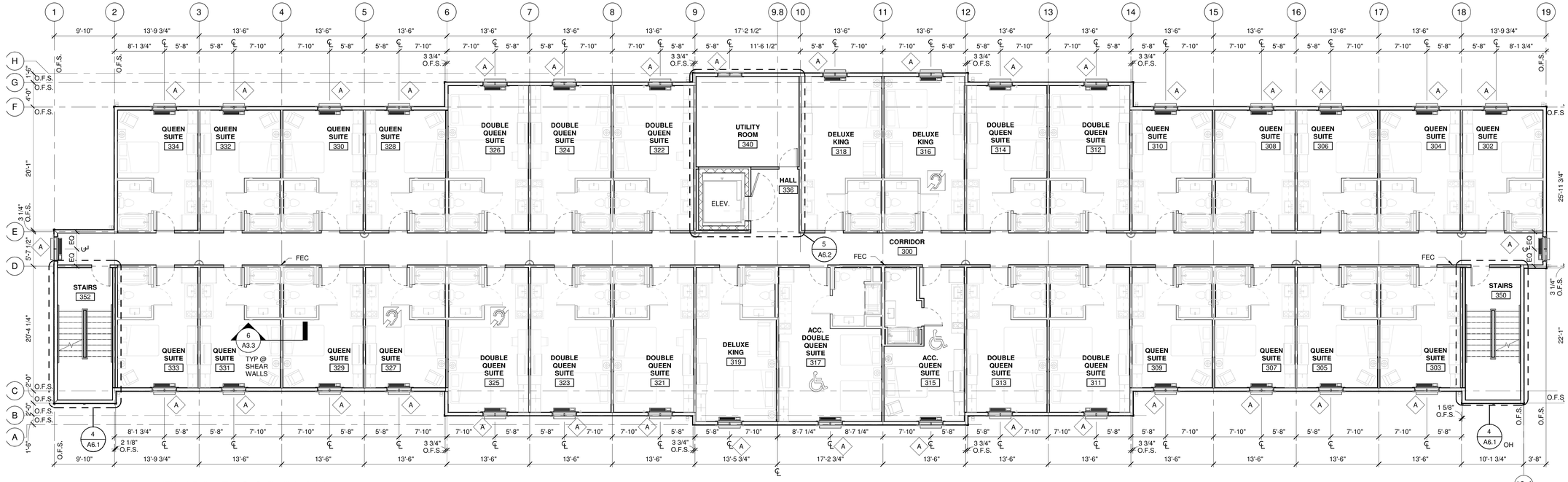
WOODSPRING SUITES

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL

MAY 2024



2 FOURTH FLOOR PLAN
1/8" = 1'-0"



1 THIRD FLOOR PLAN
1/8" = 1'-0"

FORT PIERCE, FL

WOODSPRING SUITES

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL

MAY 2024

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5199485 OR BOOK 4997 PAGE 2817, Recorded 06/01/2023 08:59:53 AM Doc Tax: $8400.00

This instrument prepared by
and when recorded return to:

PAXIN CLOSING AND ESCROW, LLC
OLDE MILTON COMMONS
3540 OLD MILTON PARKWAY
ALPHARETTA, GEORGIA 30005
770-416-1952 2-11150

SPECIAL WARRANTY DEED

THIS INDENTURE is made effective as of the 31st day of May, 2023, by **PEGGY SANCHEZ**, individually, **SANDRA JOY DANIELL**, individually and as Trustee of the Peggy Diane Sanchez Revocable Trust, **AMIR KHOSHBIN**, individually, and **TYL, INC.**, a Florida corporation (collectively, the "Grantor"), and is delivered to **PHMI WS FORT PIERCE LLC**, a Delaware limited liability company ("Grantee"), whose address is 60 Service Lane, Ringgold, Georgia 30736.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit A, attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular tenements, hereditaments and appurtenances of Grantor thereto belonging or in anywise appertaining, the rights, members and appurtenances thereof that Grantor may have, subject to the Permitted Exceptions (as hereinafter defined), forever, IN FEE SIMPLE.

This Deed and the warranty of title contained herein are made expressly subject to the items set forth on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions") but this reference shall not reimpose same.

Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

Grantor hereby represents and warrants to Grantee that the Property is not the homestead of Grantor or any other person.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Harley Jean Scott
Signature of Witness 1

Harley-Jean Scott
Print Name of Witness 1

Jasmin Garcia
Signature of Witness 2

Jasmin Garcia
Print Name of Witness 2

GRANTOR: Peggy Sanchez By Sandra Joy Daniell (SEAL)
Peggy Sanchez, by Sandra Joy Daniell, as
Attorney-in-Fact

STATE OF Florida)
COUNTY OF Hillsborough)

THE FOREGOING INSTRUMENT was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 24th day of May, 2023, by Sandra Joy Daniell, as Attorney-in-Fact for Peggy Sanchez, on behalf of thereof, who is personally known to me or has produced FLDL as identification.

Emily Faudoa
Print name: Emily Faudoa
Notary Public, State of Florida at Large
My Commission expires: Jun 30, 2026

[AFFIX NOTARY SEAL]

EMILY FAUDOA
Notary Public - State of Florida
Commission # HH 283135
My Comm. Expires Jun 30, 2026
Bonded through National Notary Assn.

Signed, sealed, and delivered
in the presence of:

Harley Jean Scott
Signature of Witness 1

Harley Jean Scott
Print Name of Witness 1

Stephanie Figueroa
Signature of Witness 2

Jasmin Garcia
Print Name of Witness 2

GRANTOR:

Sandra Joy Daniell (SEAL)
Sandra Joy Daniell, individually and as Trustee
of the Peggy Diane Sanchez Revocable Trust

STATE OF Florida)
COUNTY OF Hillsborough)

THE FOREGOING INSTRUMENT was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 24th day of May, 2023, by Sandra Joy Daniell, individually and as Trustee of the Peggy Diane Sanchez Revocable Trust, on behalf of thereof, who are personally known to me or have produced FLDL as identification.

Emily Faudoa
Print Name: Emily Faudoa
Notary Public, State of Florida at Large
My Commission expires: Jun 30, 2026

[AFFIX NOTARY SEAL]

EMILY FAUDOA
Notary Public - State of Florida
Commission # HH 283135
My Comm. Expires Jun 30, 2026
Bonded through National Notary Assn.

Signed, sealed, and delivered
in the presence of:

Signature of Witness 1

Jovanco Samson

Print Name of Witness 1

Signature of Witness 2

Emmanuel Auguste

Print Name of Witness 2

GRANTOR:

(SEAL)

Amir Khoshbin

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING INSTRUMENT was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 24 day of May, 2023, by Amir Khoshbin on behalf of thereof, who are personally known to me or have produced Drivers License as identification.

[AFFIX NOTARY SEAL]

Print name: Charles Stewart
Notary Public, State of FL at Large
My Commission expires: 04/18/2025

CHARLES STEWART
Notary Public - State of Florida
Commission # HH 118280
My Comm. Expires Apr 18, 2025
Bonded through National Notary Assn.

Signed, sealed, and delivered
in the presence of:

Signature of Witness 1

Thomas Caughman
Print Name of Witness 1

Signature of Witness 2

Luke Woolridge
Print Name of Witness 2

GRANTOR:

TYL, Inc.,
a Florida corporation

By:
Name: Adrian Fairclough
Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING INSTRUMENT was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 24th day of May, 2023, by Adrian Fairclough, as President of TYL, Inc., a Florida corporation, on behalf of thereof, who are personally known to me or have produced FLDL as identification.

[AFFIX NOTARY SEAL]

Print name: S Almeida
Notary Public, State of Florida at Large
My Commission expires: Nov. 13, 2026

Notary Public State of Florida
Starr Marie Almeida
My Commission HH 317061
Expires 11/13/2026

EXHIBIT A

LEGAL DESCRIPTION

The South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19, Township 35 South, Range 40 East, lying and being in St. Lucie County, Florida, less the West 40 feet thereof for Jenkins Road right-of-way.

EXHIBIT B

PERMITTED EXCEPTIONS

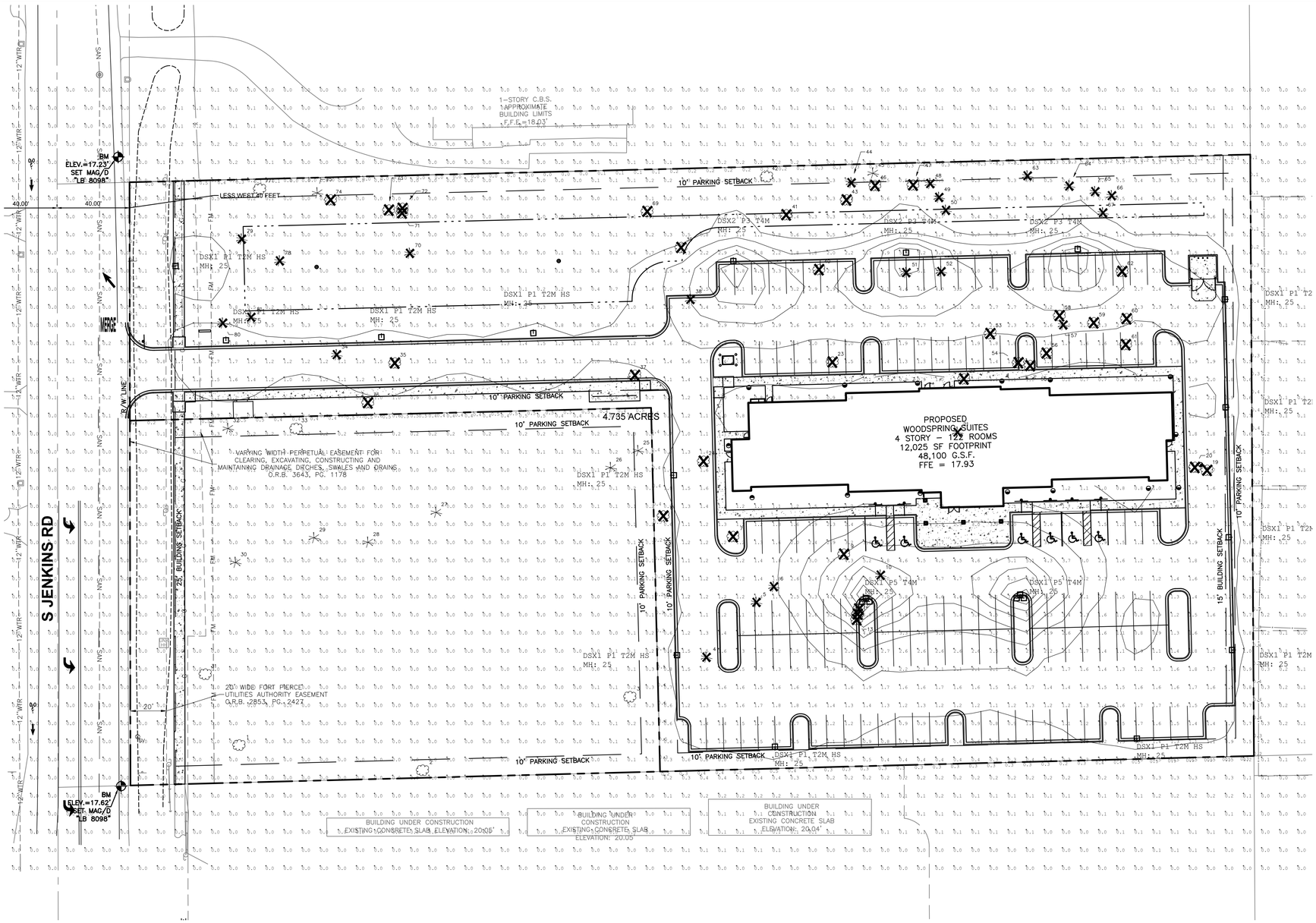
1. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

2. Resolution No. 99-99 of the Board of County Commissioners of St. Lucie County, Florida, including terms and conditions thereof, as recorded in Official Records Book 1230, Page 742, and re-recorded in Official Records Book 1238, Page 2067, of the Public Records of St. Lucie County, Florida.

3. Ordinance No. K-351 of the City of Fort Pierce, Florida, including terms and conditions thereof, as recorded in Official Records Book 2297, Page 2161, of the Public Records of St. Lucie County, Florida.

4. Easement granted to City of Fort Pierce and Fort Pierce Utilities Authority, as more fully set forth in the document recorded in Official Records Book 2853, Page 2427, of the Public Records of St. Lucie County, Florida.

5. Perpetual Easement to State of Florida Department of Transportation, as more fully set forth in the document recorded in Official Records Book 3643, Page 1178, of the Public Records of St. Lucie County, Florida.



CALCULATION SUMMARY					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
OVERALL SITE	0.58	9.0	0.0	N.A.	N.A.
PROPERTY LINE	0.29	0.5	0.0	N.A.	N.A.
PARKING LOT	2.28	9.0	0.6	3.80	15.00

Luminaire Schedule					
SYMBOL	QTY	ARRANGEMENT	LLF	CATALOG NUMBER	LUM. WATTS
	12	Single	0.900	DSX1 LED P1 40K T2M MVOLT HS	54
	3	SINGLE	0.900	DSX2 LED P3 40K T4M MVOLT	217
	2	3 @ 90 Degrees	0.900	DSX1 LED P5 40K T4M MVOLT	138

MOUNTING HEIGHT (MH) VARIES. SEE FIXTURE LABEL ON PLAN.

HORIZONTAL MEASUREMENTS TAKEN ALONG A HORIZONTAL PLANE AT GRADE.

Sunshine811

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	11/17/2023
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
asd

SHEET NO:
C-701

Layout Tab Name: C-701 PHOTOMETRIC PLAN
Last Saved By:ptzen, 1/3/2024 11:51:32 AM
\\Woolpertinc.local\AL_Shares\Srvm\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C700-PHOTO.dwg Plotted By:Ptzen, Nick Plotted:May 8, 2024, 11:53:54 PM



D-Series Size 1

LED Area Luminaire

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements

Specifications

EPA: 1.01 ft² (0.09 m²)

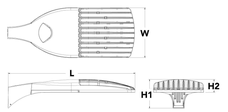
Length: 33" (83.8 cm)

Width: 13" (33.0 cm)

Height H1: 7-1/2" (19.0 cm)

Height H2: 3-1/2"

Weight (max): 27 lbs (12.2 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 750W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX1 LED

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX1 LED	**Forward optics** P1 P4[1] P7[1] P2 P5[1] P8 P3 P6[1] P9[1] **Rotated optics** P10[1] P12[1] P11[1] P13[1,2]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium T4FTM Forward throw medium T5VS Type V very short[1] T5S Type V short[1] T5M Type V medium[1] T5W Type V wide[1] BLC Backlight control[4] LCCO Left corner cutoff[4] RCCO Right corner cutoff[4]	MVOLT[3] 120[1] 208[1] 240[1] 277[1] 347[1] 480[1]	**Shipped included** SPA Square pole mounting RPA Round pole mounting[1] WBA Wall bracket[1] SPUMBA Square pole universal mounting adaptor[8] RPUMBA Round pole universal mounting adaptor[8] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[8]

Control options		Other options		Finish (required)	
Shipped installed NLTAIR2 nLight AIR generation 2 enabled[16] PIRHN Network, high/low motion/ambient sensor[15] PER NEMA twist-lock receptacle only (controls ordered separate)[12] PERS Five-pin receptacle only (controls ordered separate)[12,13] PER7 Seven-pin receptacle only (controls ordered separate)[12,13] DMG 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)[14] DS Dual switching[15,16,17]	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc[15,18] PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc[15,18] PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc[15,18] PIRH1FC3V Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[15,18] FAO Field adjustable output[17,19]	**Shipped included** HS House-side shield[20] SF Single fuse (120, 277, 347V)[4] DF Double fuse (208, 240, 480V)[4] L90 Left rotated optics[2] R90 Right rotated optics[2] HA 50°C ambient operations[5] **Shipped separately** BS Bird spikes[21] EGS External glare shield	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white	

© 2011-2020 Acuity Brands Lighting, Inc. All rights reserved.



D-Series Size 2

LED Area Luminaire

Buy American

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements

Specifications

EPA: 1.1 ft² (0.10 m²)

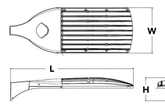
Length: 40" (101.6 cm)

Width: 15" (38.1 cm)

Height 1: 7-1/4" (18.4 cm)

Height 2: (max): 3.5"

Weight: 36lbs



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment.

The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. The Size 2 is ideal for replacing 400-1000W metal halide in area lighting applications with energy savings of up to 80% and expected service life of over 100,000 hours.

Ordering Information

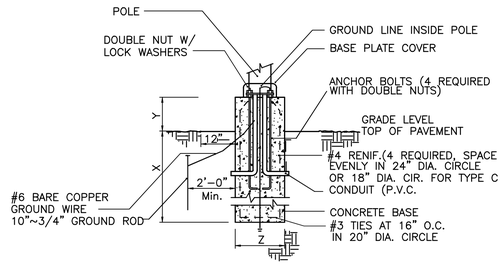
EXAMPLE: DSX2 LED P7 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX2 LED

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX2 LED	**Forward optics** P1 P5[1] P2 P6 P3 P7[1] P4 P8[1] **Rotated optics** P10[1] P13[1,2] P11[1] P14[1,2] P12[1]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I Short (Automotive) T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium T4FTM Forward Throw Medium T5VS Type V Very Short[1] T5S Type V Short[1] T5M Type V Medium[1] T5W Type V Wide[1] BLC Backlight control[4] LCCO Left corner cutoff[4] RCCO Right corner cutoff[4]	MVOLT XVOLT (277V-480V)[4,5,6] 120[1] 208[1] 240[1] 277[1] 347[1] 480[1]	**Shipped included** SPA Square pole mounting RPA Round pole mounting[10] WBA Wall bracket[1] SPUMBA Square pole universal mounting adaptor[11] RPUMBA Round pole universal mounting adaptor[11] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[11]

Control options		Other options		Finish (required)	
Shipped installed NLTAIR2 nLight AIR generation 2 enabled[11] PIRHN Network, Bi-Level motion/ambient sensor[14] PER NEMA twist-lock receptacle only (no controls)[11] PERS Five-wire receptacle only (no controls)[11,16] PER7 Seven-wire receptacle only (no controls)[11,16] DMG 0-10V dimming extend out back of housing for external control (no controls)[11] DS Dual switching[16,19]	PIRH Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enable at 5fc[20] PIRH1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[20] FAO Field Adjustable Output[20]	**Shipped included** HS House-side shield[22] SF Single fuse (120, 277, 347V)[4] DF Double fuse (208, 240, 480V)[4] L90 Left rotated optics[2] R90 Right rotated optics[2] HA 50°C ambient operations[5] BAA Buy American(n) Act Compliant **Shipped separately** BS Bird spikes[21] EGS External glare shield	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white	

© 2011-2021 Acuity Brands Lighting, Inc. All rights reserved.



DIMENSION SCHEDULE

IF LIGHT POLE IS ADJACENT TO VEHICLE PARKING	IF LIGHT POLE IS WITHIN LANDSCAPING (NOT ADJACENT TO VEHICLE PARKING)
X 8'-0"	X 8'-0"
Y 2'-6"	Y 0'-6"
Z 2'-0"	Z 2'-0"

CONTRACTOR TO CONFIRM WITH MANUFACTURER THAT THE POLE AND BASE MEET WIND LOADING REQUIREMENTS FOR HURRICANES.

LIGHT POLE BASE DETAIL
NTS

4
C-702

SSS Square Straight Steel Poles

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative. **Example:** SSS 20 5C DM19 DDB

Series	Nominal fixture mounting height	Nominal shaft base size/wall thickness[1]	Mounting[2]		Options	Finish[10]
SSS	10'-39' (for 1/2 ft increments, add -6 to the pole height. Ex. 20-6 equals 20ft 6in.) See technical information table for complete ordering information.)	4C 4" 11g (.1196") 4G 4" 7g (.1793") 5C 5" 11g (.1196") 5G 5" 7g (.1793") 6G 6" 7g (.1793") See technical information table for complete ordering information.)	Tenon mounting PT Open top (includes top cap) T20 2-3/8" O.D. (2" NPS) T25 2-7/8" O.D. (2-1/2" NPS) T30 3-1/2" O.D. (3" NPS) T35 4" O.D. (3-1/2" NPS) KAC/KADXSE/KSE/KXR/KYF Drill mounting[3] DM19 1 at 90° DM28 2 at 180° DM28 PL 2 at 180° with one side plugged DM29 2 at 90° DM39 3 at 90° DM49 4 at 90° CSX/DSX/RSX/AERIS™/OMERO™/ HLA/KAX Drill mounting[3] DM19AS 1 at 90° DM28AS 2 at 180° DM29AS 2 at 90° DM39AS 3 at 90° DM49AS 4 at 90° RAD drill mounting[3] DM19RAD 1 at 90° DM28RAD 2 at 180° DM29RAD 2 at 90° DM32RAD 3 at 120° DM39RAD 3 at 90° DM49RAD 4 at 90° ESX Drill mounting[3] DM19ESX 1 at 90° DM28ESX 2 at 180° DM29ESX 2 at 90° DM39ESX 3 at 90° DM49ESX 4 at 90°	AERIS™ Suspend drill mounting[3,9] DM19AST_ 1 at 90° DM28AST_ 2 at 180° DM29AST_ 2 at 90° DM39AST_ 3 at 90° DM49AST_ 4 at 90° OMERO™ Suspend drill mounting[3,9] DM19MRT_ 1 at 90° DM28MRT_ 2 at 180° DM29MRT_ 2 at 90° DM39MRT_ 3 at 90° DM49MRT_ 4 at 90°	Shipped installed L/AB Less anchor bolts (Include when anchor bolts are not needed) VD Vibration dumper TP Tamper resistant handhole cover fasteners HAxy Horizontal arm bracket (1 fixture)[3,6] FDLxy Festoon outlet less electrical[7] CPL12/xy 1/2" coupling[1] CPL34/xy 3/4" coupling[1] CPL1/xy 1" coupling[1] NPL12/xy 1/2" threaded nipple[1] NPL34/xy 3/4" threaded nipple[1] NPL1/xy 1" threaded nipple[1] EHHxy Extra handhole[1,7] MAEX Match existing[8] USPOM United States point of manufacture[9] IC Interior coating[10] UL UL listed with label (Includes NEC compliant cover) NEC NEC 410.30 compliant gasketed handhole (Not UL Labeled) Shipped separately (replacement kit available) (blank) FBC Full base cover (plastic) (blank) TC Top cap (blank) HHC Handhole cover	Standard colors DDBXD Dark bronze DWHXD White DBLXD Black DMBXD Medium bronze DNAXD Natural aluminum Classic colors DSS Sandstone DGC Charcoal gray DTG Tennis green DBR Bright red DSB Steel blue Architectural Colors and Special Finishes[11] Galvanized, Paint over Galvanized, RAL Colors, Custom Colors and Extended Warranty Finishes available.

NOTES:

1. Wall thickness will be signified with a "C" (11 Gauge) or a "G" (7-Gauge) in nomenclature. "C" - 0.1196" | "G" - 0.1793".
2. PT open top poles include top cap. When ordering tenon mounting and drill mounting for the same pole, follow this example: DM28/T20.
   The combination includes a required extra handhole.
3. Refer to the fixture spec sheet for the correct drilling template pattern and orientation compatibility.
4. Insert "1" or "2" to designate fixture size; e.g. DM19AST**2**.
5. Specify location and orientation when ordering option.
   For "x": Specify the height above the base of pole in feet or feet and inches; separate feet and inches with a "-".
   Example: 10 = 5 and 20ft 3in = 20-3
   For "y": Specify orientation from handhole (A,B,C,D)
   Refer to the Handhole Orientation diagram below.
   Example: 1/2" coupling at 3'-8", orientation C = CPL12/5-8C
6. Horizontal arm is 3.8" x 2-3/8" O.D. tenon standard, with radius curve providing 12" rise and 2-3/8" O.D. If ordering two horizontal arm at the same height, specify with HAxyy. Example: HA20BD.
7. Combination of tenon-top and drill mount includes extra handhole.
8. Must add original order number of existing pole(s).
9. Use when mill certifications are required.
10. Provides enhanced corrosion resistance.
11. Additional colors available; see www.lithonia.com/archcolors or Architectural Colors brochure (Form No. 794_5). Available by formal quote only, consult factory for details.

©1994-2021 Acuity Brands Lighting, Inc. All rights reserved.

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	11/17/2023
DESIGNED BY:	XXX
DRAWN BY:	XXX
CHECKED BY:	XXX

SHEET NAME:
PHOTOMETRIC DETAILS

SHEET NO:
C-702

Layout Tab Name: C-702 PHOTOMETRIC DETAILS
Last Saved By:ptizen, 1/3/2024 11:51:32 AM
\\Woolpertinc.local\All_Shares\Svin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cd\10016919-C700-PHOTO.dwg Plotted By:Ptizen, Nick Plotted:May 8, 2024, 11:53:58 PM

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Major Site Plan - Woodspring Suites Hotel - 2480 South Jenkins Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

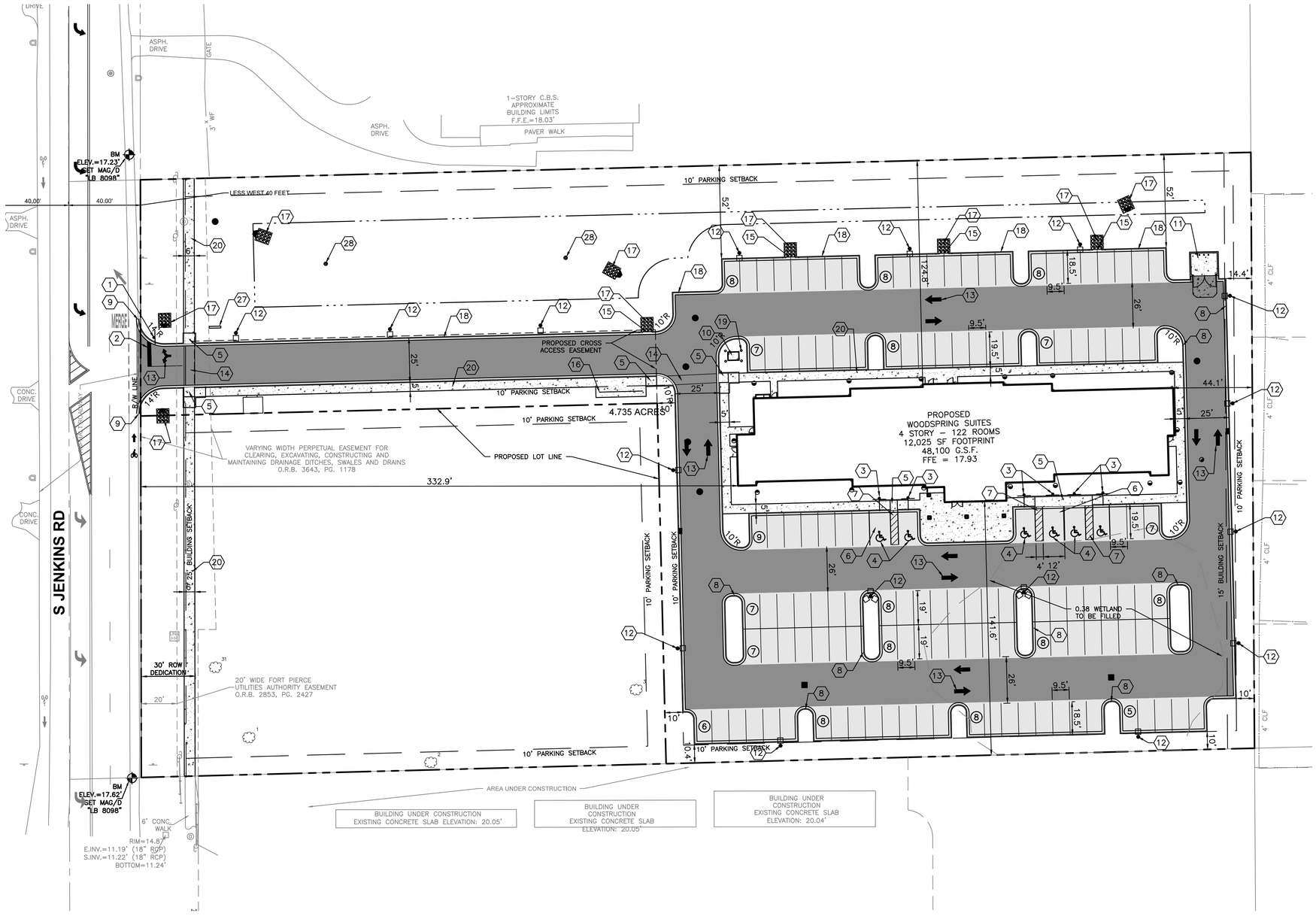
NOTICE BY NEWSPAPER: May 18th, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Senior Planner

SIGNATURE: Vennis Gilmore **DATE:** May 15th, 2025



LEGEND

- SIGN
- PARKING SPACE COUNT
- CONCRETE SIDEWALK
- HEAVY DUTY CONCRETE
- STANDARD DUTY ASPHALT
- HEAVY DUTY ASPHALT
- LIGHTPOLES
- PROPERTY BOUNDARY

SITE DATA

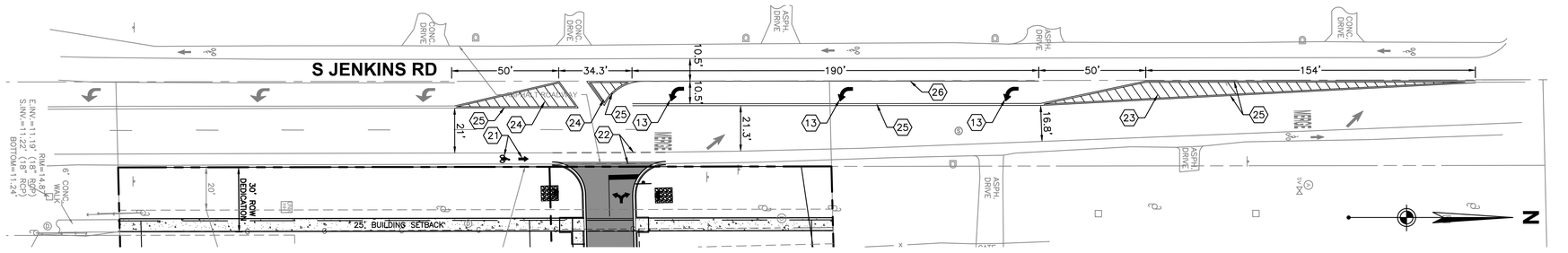
ZONE	C-3
TOTAL SITE AREA	4.735 ACRES
PROPOSED USE	HOTEL
PARKING SPACE SIZE REQUIRED	9.5' X 19'
1' OVERHANG ALLOWED	9.5' X 18'
PARKING SPACE SIZE PROVIDED	9.5' X 19'
WITH OVERHANG	9.5' X 18'
TYPICAL PARKING AISLE (TWO WAY)	26' WIDE (F/F)
TYPICAL ACCESS AISLE (TWO WAY)	24' WIDE (F/F)
PARKING SPACES REQUIRED	
1.1 SPACES PER UNIT <500 S.F.	
1.6 SPACES PER UNIT >500 S.F.	
122 ROOMS X 1.1 = 134.2 SPACES	
TOTAL SPACES REQUIRED =	135 SPACES
PARKING SPACES PROVIDED	135 SPACES
ADA SPACES PROVIDED	
STANDARD ADA SPACES	6 SPACES
VAN ADA SPACES	6 SPACES

NOTES

1. SEE SHEET C-002 FOR GENERAL NOTES.
2. EXISTING SITE INFORMATION/TOPOGRAPHIC SURVEY WAS PREPARED BY ENGINEERING DESIGN & CONSTRUCTION, NC., DATED OCTOBER 19, 2023.
3. CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS CONSTRUCTION SET FOR OTHER PERTINENT INFORMATION. IT IS NOT THE ENGINEER'S INTENT THAT ANY SINGLE PLAN SHEET WITHIN THIS SET OF DOCUMENTS FULLY DEPICT ALL WORK ASSOCIATED WITH THE PROJECT.
4. TRANSITION PROPOSED BARRIER CURB OR CONCRETE CURB AND GUTTER TO EXISTING CURB AND GUTTER IN 2'.
5. ALL CURB RADII SHALL BE 4' UNLESS NOTED OTHERWISE.
6. ALL PAVEMENT MARKING SHALL BE YELLOW IN COLOR UNLESS INDICATED OTHERWISE.
7. ADA DETECTABLE WARNINGS/TRUNCATED DOMES TO BE PROVIDED AT SIDEWALKS ON EITHER SIDE OF EACH DRIVEWAY CROSSING.
8. SEE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS.
9. REMOVE ALL EXISTING ROADWAY MARKINGS WITHIN LIMITS OF ROADWAY MARKING IMPROVEMENTS.

KEYNOTES (X)

1. "STOP" SIGN, R1-1
2. 24" WIDE STOP BAR, TRAFFIC WHITE PAINT
3. ACCESSIBLE SIGNAGE, SEE DETAIL SHEETS.
4. ACCESSIBLE PARKING SYMBOL
5. ACCESSIBLE RAMP WITH DETECTABLE WARNING
6. ACCESSIBLE PARKING SPACES & THEIR ACCESS AISLES SHALL BE 2% MAX. SLOPE IN ALL DIRECTIONS
7. PAINT 4" WIDE STRIPES @ 2'-0" O.C. @ 45° ANGLE, TRAFFIC YELLOW PAINT
8. CURB AND GUTTER
9. BEGIN/END PROPOSED CURB AND GUTTER. SAWCUT EXISTING CURB TO PROVIDE CLEAN CONSTRUCTION JOINT.
10. CONCRETE TRANSFORMER PAD
11. DUMPSTER ENCLOSURE (SEE ARCHITECTURAL PLANS)
12. LIGHT POLE LOCATION
13. DIRECTIONAL ARROW, TRAFFIC WHITE PAINT
14. CROSSWALK, PAINT 4" WIDE STRIPES EITHER SIDE OF CROSSING, 5' O.C. ALONG CROSSING.
15. CURB CUT
16. BIKE RACK
17. RIP RAP
18. 6" CURB AND GUTTER WITH 6" OF CURB REVEALED AT BACK OF CURB. SEE GRADING PLAN.
19. CONCRETE BOLLARDS
20. CONCRETE WALK
21. BIKE LANE SYMBOL, TRAFFIC YELLOW PAINT
22. SKIP-DASH 2' LINE WITH 6' SPACE, TRAFFIC WHITE PAINT
23. PAINT 11" WIDE STRIPES @ 30" O.C. @ 45° ANGLE, TRAFFIC YELLOW PAINT
24. PAINT 11" WIDE STRIPES @ 6' O.C. @ 45° ANGLE, TRAFFIC YELLOW PAINT
25. 2X 4" WIDE CENTERLINE @ 11" O.C., TRAFFIC YELLOW PAINT
26. 4" WIDE STRIPE, TRAFFIC WHITE PAINT
27. MONUMENT SIGN
28. 8' HT GEYSER JET FOUNTAIN



ROADWAY STRIPING IMPROVEMENTS

0 30 60 90
GRAPHIC SCALE IN FEET

Sunshine 811

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
3333 Warrenville Road, Suite 200
Lisle, IL 60532
800.414.1045

NOT FOR CONSTRUCTION

ISSUED FOR PERMITS

ISSUANCE SCHEDULE

NUMBER	DESCRIPTION	DATE

PHMI GROUP
WOODSPRING SUITES - FT. PIERCE
2480 S. JENKINS RD.
FT. PIERCE, FL 34947

PROJECT NO:	10016919
DATE ISSUED:	09/06/24
DESIGNED BY:	NP
DRAWN BY:	NP
CHECKED BY:	GM

SHEET NAME:
SITE PLAN

SHEET NO:
C-201

Layout Tab Name: Layout1
Last Saved By: Nik, 9/5/2024 11:08:34 AM
W:\Srvin\BL\Dayton\10016919.00_WSS PHMI Group\10016919.04&.06_Ft Pierce, FL\4.0 Design Disciplines\4.03 CIVIL\Cadd\Cad\10016919-C201-SIT.dwg Plotted By:Wachowski, Grace Plotted:September 5, 2024, 9:19:01 AM

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

Received
MAY 27 2025
City Clerk's Office

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

05/18/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/18/2025

Nicole Jacobs
Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$112.64	
Tax Amount:	$0.00	
Payment Cost:	$112.64	
Order No:	11324001	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0299374	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, June 2, 2025, at 5:05 p.m. hold a Quasi-Judicial Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of an application for a Major Site Plan (Development Review & Design Review) by property owner, Mehul Patel, and representative, PHMI WS Fort Pierce LLC, to construct a four-story, one-hundred and twenty-two (122) room hotel, grossing approximately 48,100 square feet with associated site improvements, located at 2480 South Jenkins Road in Fort Pierce, FL, more specifically located at Parcel Control Number: 2419-232-0003-000-6.

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
May 18 2025
LSAR0299374

City Commission Regular Meeting **13. a.**

Meeting Date: 06/02/2025

Re: Resolution 25-R43 Youth Council Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 25-R43 appointing Clarice Jean as an at-large member of the Fort Pierce Youth Council.

SUMMARY:

Clarice Jean applied and was qualified to serve on the Fort Pierce Youth Council.

RECOMMENDATION:

Adopt Resolution.

ALTERNATIVES:

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Audria Moore, Special Projects Coordinator

Attachments

Resolution

Application

Form Review

Form Started By: Tina Rel Started On: 05/23/2025 11:09 AM

Final Approval Date: 05/23/2025

RESOLUTION NO. 25-R43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE YOUTH ADVISORY COUNCIL;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Youth Advisory Council which was established via Resolution No. 19-R43 and amended via Resolution No. 20-R10; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

Name	Appointed by:	Term Expires
Clarice Jean	At-Large	June 2, 2027

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 2nd day of June, 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES
CITY ATTORNEY

Fort Pierce Youth Council Application

*** indicates required information**

Please download and complete the Required Signatures Form and submit with your application: Required Signatures Form

For assistance with this application, please contact Audria Moore at 772-467-3184 or amoore@cityoffortpierce.com.

STUDENT INFORMATION	
First Name	Clarice
Last Name	Jean
Address1	7402 Banyan St
Address2	*Field not completed.*
City	Fort Pierce
State	FL
Zip	34951
Email Address	claricejean56@gmail.com
Cell Phone Number	7867285189
Home Phone Number	*Field not completed.*

School	Fort Pierce Westwood High School
Grade Level	10 going into 11
Grade Point Average	3.8
Age	15
Please list, in order of importance to you, up to four (4) school, volunteer, social, community, athletic, or other activities or organizations that you are currently participating in during your school term thus far.	1-Gethsemane SDA Church 2-Internship at Dadan law firm 3-Advisory board of sophomore council 4-Key Club Secretary
Currently employed?	No
How many hours per week do you work?	*Field not completed*.
What three (3) social issues that affect the lives of Fort Pierce youth concern you most?	Financial hardship, Mental health, and academic stress are three social issues that affect the lives of fort pierce youth that concern me the most.
What specific measures would you take to	Specific measures I would take to address these issues listed is by raising awareness of the opportunities students can gain but simply don't

address one or more of the issues listed above?	know about. These include several needs based, academic or athletic scholarships students in Fort Pierce can apply for to be in a better financial state for the future. Though several schools mainly focus on speaking about bright futures, which can be a full scholarship, they don't take into account how it only covers tuition and not housing or food. The youth should also be aware or opportunities that can help reduce academic stress. Whether it's tutoring programs available at their schools that no one knows about or simply the free tutoring irsc provides to students that goes unnoticed to most. They can also learn about different career or readiness programs that can help students find their desired paths and have a better focus in school whether its the courses they wanna take or programs/clubs they could join. I also think it's really important to raise awareness about mental health and make sure students know they can talk to counselors or other sources for support. Most anxiety of students raise when students have to take exams or the quarter is about to finish. So if students learn about ways in managing time and different work ethics it can help limit the amount of anxiety shown throughout the school year.
What is it about the Fort Pierce Youth Council that interests you?	What interests me about the Fort Pierce youth council is the fact that it gives students the opportunity to express the issues faced as they are enrolled in school and allows us to find resolutions to these issues that can help us and upcoming students moving forward.
PARENT/GUARDIAN INFORMATION	
First Name	Adeline

Last Name	Voltaire
Email Address	adelinevoltairejean@yahoo.com
Cell Phone Number	7862775704
Attach Required Signatures Form	StudentParent-Required-Signatures-Form.pdf
Download Required Signatures Form	**Required Signatures Form**
Attach other supporting documents	*Field not completed.*

For assistance, please contact Audria Moore:

Email:	*amoore@cityoffortpierce.com*
Phone:	*(772) 467-3184*

City Commission Regular Meeting **13. b.**

Meeting Date: 06/02/2025

Re: Resolution 25-R44 Board of Adjustment Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 25-R44 appointing Allyson Mendez as Commissioner Gaines' appointee to the Board of Adjustment.

SUMMARY:

KeAndrea Davis resigned as Commissioner Gaines appointee, creating a vacancy.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Arnold Gaines

Attachments

Resolution

Application

Form Review

Form Started By: Tina Rel Started On: 05/23/2025 11:25 AM

Final Approval Date: 05/23/2025

RESOLUTION NO. 25-R44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF ADJUSTMENT,** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED that the following are hereby appointed by the City Commission to serve as members of the Board of Adjustment; said terms to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

1. Allyson Mendez as Commissioner Arnold Gaines' appointee.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 2nd day of June, 2025.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES
CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #23257

Date Submitted: 11/19/2024

Name of Board or Boards for which you are applying:*

Board of Adjustment

Name:*

Allyson Mendez

Home Address:*

2508 S 13 st

City:* Ft Pierce

State:* FL

Zip:* 34982

How long at this address?* 10 yrs

Telephone Number* 3054016346

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Substitute Teacher

Employer:*

St Lucie Public Schools

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:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Just a citizen, that would like to be involved in what's going on in our City .

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:*

Neighbors app

Applicant Email Address:*

Amendez497@ aol.com

Date:*

11/19/24

Applicant's Signature:*

Allyson Mendez

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 **15. a.**

Meeting Date: 06/02/2025

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

Form Review

Form Started By: Jennifer Robinson Started On: 05/16/2025 08:29 AM

Final Approval Date: 05/16/2025

CITY MANAGER'S REPORT



FORT PIERCE, FL
THE SUNRISE CITY

JUNE 2025

CONTENTS

3 National Police Week

4 New Mural at City Hall

6 Planning Determinations

8 Annual Community Day Event

10 Keeping Our Community Safe

11 Tunnel of Hope

12 Building Activities

16 SeeClickFix Monthly Summary

17 National Pilot Program Selection

18 Indian Hills Golf Course

20 River Walk Center

21 AWPA Florida Chapter Conference

22 Leisure Services Programs

24 City Project Updates

28 City Marina

30 Welcome Aboard

31 Upcoming Events



National Police Week

National Police Week, May 12-18, 2025, served as a time of remembrance and gratitude for law enforcement officers who made the ultimate sacrifice in the line of duty. The Fort Pierce Police Department joined agencies across the nation in commemorating fallen heroes, supporting surviving families, and recognizing the courage required to serve and protect communities.

This year, tribute was paid to four officers from the Fort Pierce Police Department who lost their lives in the line of duty:

- **Captain Grover Cooper, III and Sergeant Jimmy Wouters**, who were tragically shot and killed on January 12, 1987, during a drug raid at a mobile home in White City.
- **Sergeant Willie B. Ellis**, who was shot and killed on July 17, 1986, after responding to a domestic disturbance call.
- **Sergeant Danny Parish**, who was fatally shot on January 18, 1991, while conducting a traffic stop.

Throughout the week, each of these brave officers was honored individually on the Police Department's social media platforms, ensuring their service and sacrifice will never be forgotten.

May 13, 2025 – Local and federal law enforcement agencies gathered at St. Bernadette Catholic Church for a memorial service honoring fallen officers.

May 18, 2025 – The 13th Annual Law Enforcement Appreciation Day event was hosted by St. Paul AME Church, where the Fort Pierce Police Department's Honor Guard and command staff were present to participate in the celebration. This long-standing tradition honors officers who made the ultimate sacrifice and those who continue to serve with distinction.

CITY MANAGER'S REPORT



NEW MURAL UNVEILED AT FORT PIERCE CITY HALL

A new mural by artist Sitki Dogan now welcomes visitors to the lobby of Fort Pierce City Hall. The artwork, which prominently features a majestic peacock, is a vibrant celebration of the city's history, culture, and natural beauty. The peacock's tail feathers unfold into a colorful collage of iconic Fort Pierce scenes, blending architectural landmarks with the city's coastal charm.

The mural transitions beautifully from a warm sunset on the left—featuring palm trees and historic buildings—to a serene waterfront scene on the right, complete with boats beneath the South Causeway Bridge.

Now a permanent fixture in City Hall, the mural is open to the public and stands as a lasting symbol of Fort Pierce's identity and welcoming spirit.

PLANNING DETERMINATIONS

Boarding and Rooming Houses

The City Commission enacted an ordinance establishing standards for boarding houses and rooming houses in the City of Fort Pierce. These standards require such establishments to be clean, sanitary, safe, and fit for human habitation.

Update to the Comprehensive Plan

An Evaluation and Appraisal Review (EAR) of the City's Comprehensive Plan is required to ensure it reflects statutory changes. The Treasure Coast Regional Planning Council has been appointed to conduct public outreach and input sessions to solicit suggestions and feedback on proposed changes. The Council will also update the data and analysis sections of each element of the Comprehensive Plan, review its elements, prepare the necessary amendments, and present the proposed changes at public hearing(s).



Margarita Villas

The City Commission approved an application for the development of a 30-unit apartment complex under the Innovative Community Development process at 4101 Oleander Avenue. The site plan preserves 14 mature trees, maintains substantial buffers on all sides, and incorporates a rain garden/bioswale, walking paths, a shared patio, and pedestrian-level lighting.

Causeway Cove

Currently under consideration is an application submitted under the "LIVE LOCAL ACT." This state-mandated process provides land use entitlements for eligible affordable housing developments. To qualify, a proposed project must set aside at least 40 percent of its total units as affordable rental units for income-eligible households for a minimum of 30 years. The City is required to permit multifamily and mixed-use residential developments in any area zoned for commercial, industrial, or mixed-use, subject to statutory parameters regarding density, height, floor area ratio, administrative approval, and certain parking standards. The proposed project includes five high-rise buildings featuring hotels, restaurants, and an event center, comprising over three million square feet. It will also include more than 1,000 residential units and over 200 boat slips.

The application is currently being processed, with updates provided to the Planning Board and City Commission as the review progresses.

The District

A project known as "The District," located on 3.37 acres west of McNeil Road, has been approved. The project includes 18,000 square feet of commercial space for flex office/warehouse use and features modern architectural elements with vertical articulation and visual relief. Creative painted murals will be added to the side elevations.





Annual Community Day Event

The Public Works Department teamed up with the City's Animal Adoption Center and Police Department to host the Annual Community Day Event on May 17th. Approximately 100 attendees joined in to enjoy food, music, and activities.

This event serves as an outreach effort, linking the community with city staff and providing valuable insights into city operations and programs in which to participate.

Highlights included:

- Public Works truck demonstrations
- Free face painting for kids
- Live oak tree giveaways
- Food, music, and more

If you would like to attend next year, make sure to sign-up for notifications on the City's website: [www.cityoffortpierce.com.](http://www.cityoffortpierce.com)











Keeping Our Community Safe

On May 20, 2025, at approximately 4:33 a.m. Fort Pierce Police Department officers responded to a stabbing incident in the 2500 block of Avenue I. Initial investigations by officers determined that the victim and an unknown female got into a verbal argument in the parking lot. During this argument, Jermie Jay Gaines was inside his vehicle. After a few moments, Gaines began walking toward the victim, beginning his own argument. Gaines then pulled out a knife from his pocket and stabbed the victim in the upper leg and then fled the scene in his vehicle.

Thanks to a BOLO and sharp recognition from a previous encounter by officers, Gaines was located within hours. Though he admitted to being there and claimed the victim owed him money, he denied the stabbing, despite surveillance footage showing otherwise.

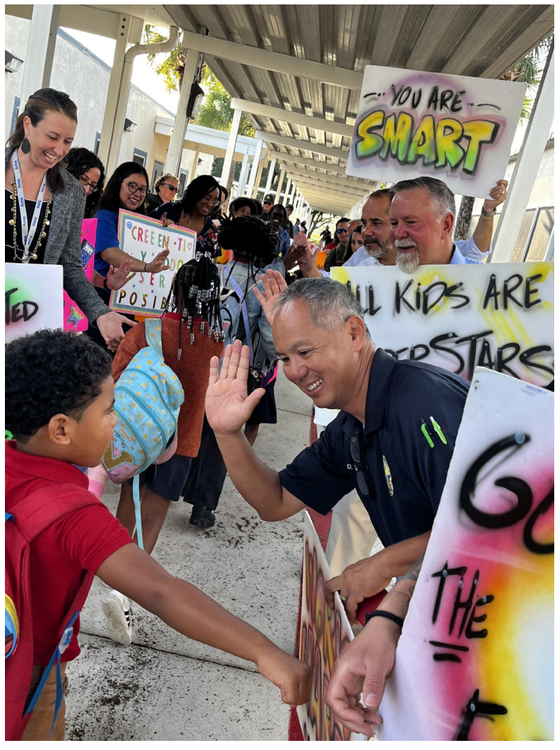
Gaines was arrested for Aggravated Battery with a Deadly Weapon and taken to the St. Lucie County Jail.

Great work by FPPD officers and detectives for quickly getting a violent criminal off the streets within hours and making the City of Fort Pierce a safer place to live!



Tunnel of Hope

On May 6, 2025, the Fort Pierce Police Department proudly participated in FK Sweet Elementary School's Tunnel of Hope, a heartwarming event celebrating student achievement and perseverance. Officers joined teachers, staff, and community members to form a tunnel of cheers and encouragement as students arrived at school, offering high-fives, smiles, and support. The event highlighted the department's commitment to community engagement and uplifting local youth, reminding students that their hard work is recognized and their community stands behind them.



2005-2085 S JENKINS RD

Construction of the three-story apartment buildings and single-story garages at the corner of Jenkins Rd and Graham Rd is rapidly progressing. These wood frame buildings are utilizing the ZIP system product which is essentially plywood with an integrated air and water-resistive barrier that delivers moisture and air protection in one combined system.







4429 S US HWY 1

A major renovation is underway at Coggin BMW. The project includes both interior and exterior renovation of the existing automotive dealership with an attached service shop and second floor office space. The renovation includes new finishes, ceilings, casework, and furniture. The exterior aluminum composite materials (ACM) panels have been demolished and replaced with an exterior insulation and finish system (EIFS) that provides a finished, insulated and water resistant surface. The EIFS work was being done while these pictures were being taken.



2011 S US HWY 1

Formerly known as Burlington Coat Factory, Burlington is coming soon! With most of the final inspections approved, this 23,000 square foot discount clothing and retail store will be opening soon!

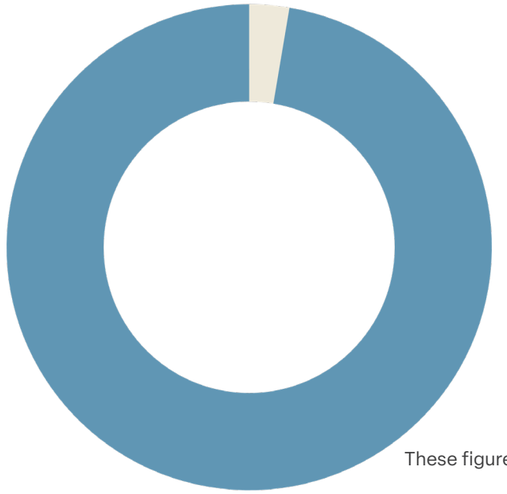
Florida

07/11 - **Tampa (#375)**
2160 E Fowler Ave

07/18 - **Fort Pierce (#1612)**
2011 S US Hwy 1

07/25 - **Miami Lakes (#1650)**
16000 NW 57th Ave

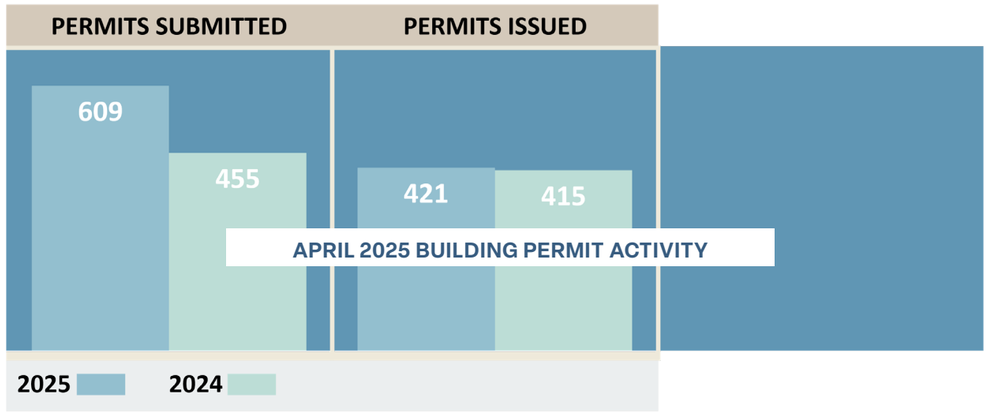


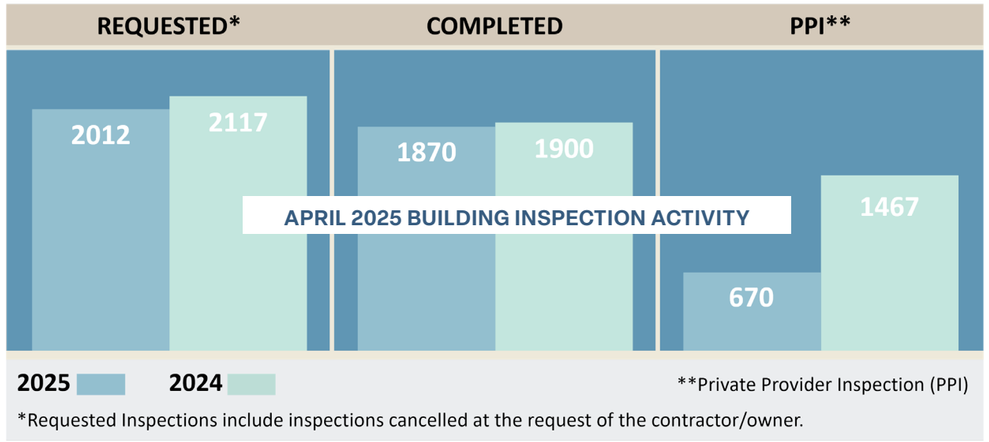


APRIL 2025 NEW CONSTRUCTION VALUES

$95,268	NEW COMMERCIAL PERMITS
$3,489,232	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in April 2025 for New Construction





**Private Provider Inspection (PPI)

*Requested Inspections include inspections cancelled at the request of the contractor/owner.

April 2025 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Living In a Structure Without Utilities	-	-	-	-	1	1	0.0	30.7
Unpermitted Construction Activity	1	0	0.0	0.0	1	0	7.0	0.0
Unsafe Structure	1	0	0.0	0.0	-	-	-	-
Abandoned Vehicle	-	-	-	-	1	1	1.4	4.2
General	1	0	0.0	0.0	1	1	0.0	6.9
Illegal Dumping	1	0	0.0	0.0	-	-	-	-
Outside Storage/Junk/Trash	-	-	-	-	4	0	3.6	0.0
Erosion and Sediment Control Issues	-	-	-	-	1	0	0.0	0.0
Traffic Signal	2	0	0.0	0.0	-	-	-	-
Parks and Playgrounds	-	-	-	-	4	1	0.4	6.7
Pothole	4	2	0.9	7.4	2	0	1.0	0.0
Street Sign	-	-	-	-	1	1	0.0	0.2
Trash and Recycling	2	1	1.4	1.0	4	0	0.0	0.0
Trees	1	0	0.0	0.0	1	1	2.0	17.3
TOTALS	**13**	**3**	**0.9**	**5.3**	**21**	**6**	**1.5**	**11.0**

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
- COMMUNITY RESPONSE
- ENGINEERING
- PUBLIC WORKS

CITY MANAGER'S REPORT

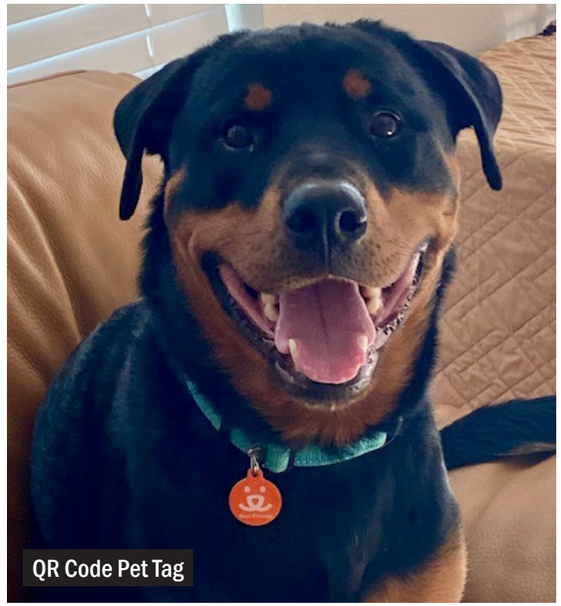
FORT PIERCE SELECTED FOR NATIONAL PILOT PROGRAM TO REUNITE LOST PETS WITH THEIR FAMILIES

Fort Pierce Animal Services Division is proud to announce that the Fort Pierce Animal Adoption Center (FPAAC) has been selected as one of only 25 shelters nationwide to participate in the Network Neighbors pilot project, a new initiative led by Best Friends Animal Society and supported by Petco Love Lost.

The Network Neighbors program addresses the alarming number of lost pets—an estimated 10 million annually in the U.S.—by empowering local communities to assist in reunification efforts. In Fort Pierce, this has included distributing bilingual yard signs in key areas identified through data analysis as having a high incidence of stray dog intakes. These signs feature a QR code linked to Petco Love Lost, an AI-powered tool that helps match found pets with their families before they ever reach the shelter.

A cornerstone of this effort is community participation. Residents in these focus neighborhoods have been invited to serve as "safe havens" for lost pets, offering them temporary shelter while attempts to locate their families are made. This grassroots approach strengthens neighborhood engagement and reduces the number of animals unnecessarily entering the shelter system.

To support the program's launch, FPAAC also hosted free events where pet owners could receive complimentary QR Code Pet Tags generously provided by PetHub. These tags are scannable and link to pet profiles that can help reunite lost animals with their families quickly and securely.



QR Code Pet Tag

In addition to community benefits, participation in this national program opens up grant funding opportunities through Best Friends Animal Society and Petco Love, supporting continued efforts in lost pet reunification, shelter improvement, and lifesaving programs.

This pilot is a promising step forward in Fort Pierce's ongoing commitment to compassionate animal care and community partnership, helping ensure that more pets find their way back home where they belong.



Indian Hills Golf Course



The fiscal year has started positively. As of May, approximately 700 more rounds have been played compared to the same period last year, with Green Fee Revenue ahead by $65,000. While continued effort is required, improved course conditions have significantly contributed to early success.

An aggressive summer course maintenance program began in mid-May. The first greens aeration was completed on Tuesday, May 6, and Wednesday, May 7, resulting in excellent recovery and growth. All 18 tees and several fairways have been spiked to reduce compaction and improve the effectiveness of oxygen and fertilizer. Weed control measures have been implemented, with weeds turning yellow and being suppressed by emerging turfgrass. A second large-scale greens maintenance is scheduled for early September.

Throughout the summer, several fairways will be top-dressed with topsoil to address uneven areas and enhance playability, creating a smoother surface for both shots and cart travel.

Expansion of several smaller tees is underway to accommodate increasing play. This summer, the tee complexes on holes #11 and #12 will be expanded by nearly 40%, allowing for more frequent rotation of tee markers and better playing surfaces during peak winter months.

Over two years ago, a turf doctor and a turf specialist were consulted, conducting multiple water and soil analyses. Their expertise has proven valuable, and their use of organic liquid fertilizers has produced immediate benefits for turfgrass health and vigor.

The new Pickleball Courts are anticipated to open by mid-June. Remaining installations include wind screens, signage, and other peripheral items. An affordable annual membership will be offered to provide convenient access and avoid the congestion commonly found at free public courts.

Word of mouth remains the most effective form of promotion. Visitors who appreciate recent improvements are encouraged to share the experience with others. Feedback on areas needing improvement is welcomed and will be used to guide continued enhancement efforts. Appreciation is extended to all members and guests for ongoing support. For frequent updates on course conditions and maintenance projects, please consider following the facility on Facebook and Instagram.

SALES REPORT

	MARCH 2025	APRIL 2025
Golf Rounds	5,718	4,441
Golf Fees	$187,362.24	$137,553.49
Range Tokens	$5,545.41	$3,898.82
Membership Pass	$2,692.42	$2,069.36
Food & Beverages	$14,240.98	$11,193.26
Merchandise	$8,123.61	$4,739.68
TOTAL	**$217,964.66**	**$159,454.61**



River Walk Center Sales Report - April 2025

classes	park permits	special events	facilities
$1,043	$5,375	$2,390	$8,960

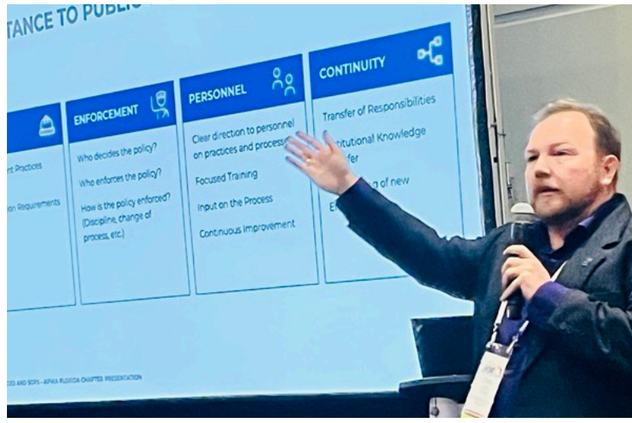
APWA FLORIDA CHAPTER CONFERENCE

In May, members of the Public Works leadership team participated in the Annual American Public Works Association (APWA) Florida Chapter Conference held in Orlando, FL. The event served as a valuable platform for learning and networking with public works agencies from across the state. Key topics included operational development, advancements in technology, and effectiveness in service delivery.



The City of Fort Pierce Public Works Department is honored to be among the 30,000 APWA members throughout North America. APWA is committed to supporting public works agencies by providing:

- Training and development opportunities
- Insights into industry trends, equipment, and best practices
- Guidance on various aspects of service delivery, including emergency management, asset management, budget management, and more





Leisure Services Programs

The Fort Pierce Firehawks announce that registration for the 2025 season will remain open throughout May. Spring football and cheer conditioning sessions are currently underway, offering athletes the opportunity to develop and refine their skills.

On April 26, 2025, dedicated cheer coaches hosted a complimentary cheer camp for children aged 5–14, which drew an impressive turnout and engaged young cheerleaders in energetic and dynamic activities.



The Martial Arts program continues to grow, attracting a rising number of participants. This month, students demonstrated their skills at a competition, earning several medals and accolades in recognition of their hard work and dedication.

Looking ahead to June, preparations are underway for the launch of the Summer Jam 2.0 program, which promises a season filled with growth, excitement, and enrichment for all involved.





JC Penney Parking Lot

The contractor has completed the resurfacing of the parking lot and the paver walkway. Sod is anticipated the week of May 26 and the dumpster enclosures are scheduled for the week of June 2, 2025.

Avenue B Reconstruction (13th Street to 8th Street)

The City has identified remaining work items with the contractor and is waiting for AT&T to relocate utility pedestals to complete the sidewalk work.

Avenue D (29th Street to US 1)

Bids are due May 20, 2025. Engineering is awaiting results from the Purchasing Division for review and concurrence of award with FDOT.

Nebraska Avenue Sidewalk (Lawnwood Circle) Phase 1

The City continues to coordinate internally to obtain Local Agency Program (LAP) Certifications. Staff is preparing the Production Phase (final) submittals to FDOT for the Agreements to be executed and a Notice to Proceed for Advertisement (expected late 2025)

Comprehensive Safety Action Plan (CSAP)

The draft CSAP will be presented to the Commission in June of 2025, with final acceptance expected in September 2025.

Avenue D and Means Court Public Parking Lot

Construction of the new public parking lot has commenced. This parking lot will provide seventeen (17) public parking spaces and will consist of a pervious paver system complete with site lighting, landscaping, and irrigation. The parking lot is situated on the southeast corner of Avenue D and Means Court and will support the Highwaymen Museum currently under construction.

Construction completion is scheduled for June 2025.





2025 Street Resurfacing Program

The City has identified nine segments of roadway to be resurfaced in the FY 2025 program. The list has been approved by FPUA for coordination and prioritization. Work on the ADA Ramps within the limits of these streets is included. The CIP budget for 2025 Resurfacing is $950,000. Because of the upcoming FPUA work on Rhode Island Avenue, the City will not begin this work until after August 1, 2025.

STREET	FROM	TO	LINEAR FEET
11th Street (curb)	Southern Avenue	Mississippi Avenue	1,960.00
12th Street (curb)	Avenue O	Avenue Q	620.00
15th Street (curb)	Kentucky Avenue	Jersey Avenue	351.00
30th Street	Stanton Avenue	Virginia Avenue	1,840.00
31st Street	south end	Okeechobee Road	2,200.00
Edgewood Terrace	16th Street	14th Street	660.00
Means Court	Avenue H	Nobles Terrace	280.00
Tennessee Avenue	west end	25th Street	490.00
Rhode Island Avenue	33rd Street	25th Street	2,645.00

Indian River Drive Corridor Improvements Project (Seaway Drive to Avenue A)

Full roadway and bridge reconstruction of Indian River Drive between Seaway Drive and Avenue A. The corridor improvements include the addition of on-street parking, curb and gutter roadway section complete with sidewalks, decorative streetlights, water/sewer/electric upgrades, bridge reconstruction over Moore's Creek, upgraded stormwater collection system, landscaping, and ADA upgrades complete with brick paver crosswalks.

Bids are currently under review by Engineering staff.





The Fort Pierce King Mackerel Invitational, held at the Fort Pierce City Marina, is a two-day aggregate fishing event where teams weigh in their largest catch each day. In the most recent tournament, a record-breaking $685,000 in cash and prizes was awarded, making it the highest-paying King Mackerel tournament in history.

The winning team, MacDaddy, earned $245,000. The largest fish overall, weighing 62 pounds, secured 8th place and brought in $140,000 in winnings. The second-place team received over $134,000.

In addition to impressive payouts, the fishing conditions were exceptional. This year's tournament featured some of the best fishing seen in years. Historically, the event has consistently produced stronger bites than any other location. The 2025 tournament yielded three fish over 60 pounds, twelve over 50 pounds, and twenty-seven over 40 pounds. For context, a 60-pound King Mackerel is typically considered a once-in-a-lifetime catch.

Dates for the 2026 tournament have already been confirmed and will take place during the week of the new moon: April 15th–19th, 2026.





CITY MARINA REVENUE REPORT

	FEBRUARY	MARCH	APRIL
Dockage Reservations	164	211	240
Monthly Dockage	$198,049.39	$186,639.17	$184,543.68
Transient Dockage	$134,205.52	$148,820.72	$158,305.83
Electricity	$11,404.89	$12,096.48	$12,453.78
Retail	$24,721.61	$32,988.98	$29,217.67
Gas Sales	$62,720.93	$56,199.96	$107,854.86
Diesel Sales	$82,243.76	$124,760.23	$128,428.44
TOTALS	**$513,346.10**	**$561,505.54**	**$620,804.26**



Welcome Aboard
Thank You for Growing with Us

- Margarette Shop
- Gulstream Tile Services, Inc.
- Rose's Caribbean Restaurant LLC
- The Highwaymen Art Gallery
- Shiv Pooja Hospitality LLC
- Fruteria Leon I LLC
- Edward Williams Venture, LLC
- Steel Structures USA, LLC
- Petsense
- Skyline Recovery Service, Inc.
- HRO Truck Parking
- Fort Pierce Training Center
- Small Business Advisor Info LLC
- Fruteria Leon II LLC
- WU Hibachi Express LLC

UPCOMING EVENTS
June

EVERY WED		**Green Market** Marina Square	12:00 PM-6:30 PM
EVERY SAT		**Downtown Farmers Market** Marina Square	8:00 AM-12:00 PM
EVERY SAT		**Jazz Market** Marina Square	8:00 AM-1:00 PM
[FRI]	6	**Friday Fest** Marina Square	5:30 PM-8:30 PM
[SAT]	7	**TC Week Orange Walk** River Walk Center	9:00 AM-11:00 AM
[THUR]	19	**Juneteenth Celebration** Veteran's Memorial Park	9:00 AM-8:00 PM
[FRI]	20	**Jazz on Moore's Creek** Avenue D & N 8th Street	5:00 PM-10:00 PM
[SUN]	29	**Praise on the Marina** Marina Square	5:00 PM-8:00 PM



www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."